# CITY OF CRESTVIEW
# CRA

**OFFICE OF THE CITY CLERK**
P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536
Phone # (850) 1560 Fax # (850) 682-8077

**October 12, 2020**
**5:00 PM**
**Council Chambers**

**CRA Regular Meeting**

**The Public is invited to view our meetings on the City of Crestview Live stream a at https://www.cityofcrestview.org or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 3:00 PM Please) to cityclerk@cityofcrestview.org.**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
   - 5.1. Presentation of Facade Grant to Brannon and Toney
6. **Consent Agenda**
7. **Comments from the Board**
8. **Comments from the Attorney**
9. **CRA Director Report**
10. **City Manager / CRA Administrator Report**
11. **Action Items**
    - 11.1. Amendment to CRA contract with Main Street Association

## 12. Comments from the Audience

## 13. Adjournment

Note: The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Item are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers.If any person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation a s provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

CITY OF CRESTVIEW Item # 5.1.

# Staff Report

CRA MEETING DATE: October 12, 2020
TYPE OF AGENDA ITEM: Presentation

| | |
|---|---|
| TO: | CRA Board |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | Elizabeth Roy, City Clerk |
| DATE: | 10/5/2020 |
| SUBJECT: | Presentation of Facade Grant to Brannon and Toney |

**BACKGROUND:**
Part of the Strategic Plan for the CRA is Grants for improvements to Commercial establishments in the CRA District.

**DISCUSSION:**
In January of 2019, the CRA Board approved a Facade Grant for the Office of Brannon-Toney not to exceed $8154

The work has been completed and satisfied all aspects of the Grant application.

The total amount of the work done was $12,500, which the CRA matches 50% to total $6250.

**GOALS & OBJECTIVES**
This item is consistent with the CRA Strategic Plan 2020 Gateway to Opportunities as follows:

To revitalize the district capitalizing on current resources and recognized opportunities

1. Maintain and Strengthen the Façade Grant Program

Enhance the Aesthetics of the District

1. Develop design guidelines for Facades, signage, landscaping , access and parking
2. Develop area around new courthouse/add public amenities

**FINANCIAL IMPACT**
The grant amount was approved by the Board and included in the annual budget.

**RECOMMENDED ACTION**
No Action necessary. Presentation Only

**Attachments**
None

CITY OF CRESTVIEW Item # 11.1.

# Staff Report

CRA MEETING DATE: October 12, 2020
TYPE OF AGENDA ITEM: Action Item

| | |
|---|---|
| TO: | CRA Board |
| CC: | City Manager, City Clerk, Staff and Attorney |
| FROM: | Elizabeth Roy, City Clerk |
| DATE: | 10/8/2020 |
| SUBJECT: | Amendment to CRA contract with Main Street Association |

**BACKGROUND:**

The CRA Board approved a contract with the Crestview Main Street Association in 2019 which outlines deliverables for the $50,000 in CRA funds that are appropriated to Main Street.

**DISCUSSION:**

Due to the Covid-19 Pandemic, some of the Main Street events could not occur.

There is no contingency in the contract for events such as the pandemic.

The CRA staff and Main Street board are requesting 2 actions by the CRA board.
To be able to put the balance of the funds from 2020 in the amount of $6,946 towards the sound system for Main Street.
To approve an amendment to the Contract that allows for the re-allocation of funds in the future in the event of other circumstances that call for the cancellation of events. This amendment as well as the current contract are attached.

**GOALS & OBJECTIVES**

This item is consistent with the CRA Strategic Plan 2020 Gateway to Opportunities as follows:

Market the District

1. Build and develop an active marketing and branding program

Enhance Public and Private partnerships

1. Re-emphasize and incentivize the Crestview Main Street Program

Expand Activity in the District

1. Promote Arts in the downtown and entire CRA district

**FINANCIAL IMPACT**

There is no financial impact from approval as the funds are in both the 2020 and the 2021 Budget.

**RECOMMENDED ACTION**

Staff respectfully requests that the CRA Board approve the requested re-allocation of the funds from the 2020 cancelled events and to approve the attached amendment to the CRA contract.

**Attachments**

1. CRA Contract Amendment
2. Main Street Contract 10.19

Community Redevelopment Agency
of The City of Crestview, Florida
198 Wilson Street North
Crestview, FL 32536

Amendment A to Exhibit B
Contract Budget

Funds not expended due to unforeseen circumstances (i.e. COVID-19) can be allocated towards, but not limited to event stage improvements, sound system purchase/maintenance on Main Street and/or Bush House Projects pending approval from CRA Director.

**IN WITNESS THEREOF, the CRA and the CONTRACTOR execute this amendment to the Contract dated October 28, 2019, on the dates shown below:**

**Community Redevelopment Agency**

_____

**CRA Board Chairman Signature**

_____

**Nathan Boyles** **Date**

**Approved as to Legal form**

_____

**CRA Attorney Signature**

_____

**Jon Holloway** **Date**

**Main Street Crestview Association**

_____

**MSCA Board President Signature**

_____

**Paul Lowery** **Date**

**Witness 1 CRA Director Signature**

_____

**Elizabeth Roy** **Date**

**Witness 2 MSCA Director Signature**

_____

**Sandra Wilson** **Date**

Community Redevelopment Agency of
The City of Crestview, Florida
198 Wilson Street North
Crestview, FL 32536

# SERVICES CONTRACT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CRESTVIEW AND MAIN STREET CRESTVIEW ASSOCIATION

This contract (hereinafter referred to as "Contract") is made by and between the Community Redevelopment Agency of the City of Crestview, Florida, (hereinafter referred to as the "CRA"), and the Main Street Crestview Association (hereinafter referred to as the "Contractor"), for Contractor to provide the herein described services for the CRA for the term of October 1, 2018 through September 30, 2021.

The Scope of Work, attached hereto as Exhibit "A", the Budget, attached hereto as Exhibit "B", Main Street Crestview Association Organizational Policies and Fiscal Assurances, attached hereto as Exhibit "C" and proof of Contractor's 501(c)(3) status with the Internal Revenue Service and Insurance Certificate, attached hereto as Exhibit "D" are all incorporated into and made a part of this Contract by this reference.

TERMS AND CONDITIONS OF
SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the CRA and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the CRA Board of Directors (hereinafter the "CRA Board").

2. Purpose of Contract:

This Contract is being made for the purpose of Contractor to provide the CRA certain marketing and promotional services within Downtown Crestview/ Main Street as such services are more fully described in the Scope of Work, Exhibit A (hereinafter referred to as "Services").

3. Term of Contract:

This Contract will be in effect for three (3) years, beginning October 1, 2018 and continuing through September 30, 2021 (herein referred to as the "Term" of the Contract). The annual continuation of this contract is subject to the satisfactory completion of Services as determined solely by the CRA Board. The CRA Board may unilaterally terminate this contract before the end of fiscal year 2019 or 2020, if the CRA Board determines that Services provided by Contractor are unsatisfactory, that there are

insufficient funds available for this Contract in the CRA trust account, or the CRA Board determines it is in the best interest of the CRA to terminate this Contract. Unless the CRA Board takes action to terminate the Contract, the Contract will continue through September 30, 2021 without further action or approval required of the CRA Board.

4. Time for Performance:

The Contractor agrees to provide the Services in a timely fashion as set forth in the Scope of Work, Exhibit A, to the satisfaction of the CRA.

5. Compensation:

All payments for contract are contingent upon the Contactor's Services being acceptable to the CRA. For satisfactory completion and acceptance of the Services, the CRA agrees to pay the Contractor in accordance with the provisions of this Contract as set forth in the Contract Budget, Exhibit B. Payments shall be made semi-annually (one half of annual payment each) on October 1 & April 1 for the Term of this Contract.

6. Changes in Scope of Work:

The CRA shall have the right at any time to increase or decrease the Services to be provided. Promptly after having been notified of such a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees because of the change.

7. Insurance:

Contractor shall, during the entire Term of the Contract, maintain insurance for events not normally covered by the City of Crestview (hereinafter the "City"). Contractor shall provide Certificates of Insurance to the CRA Director naming the CRA and City of Crestview as additional insureds. All insurance binders, policies or certificates of insurance shall require at least ten days' notice from insurers to the CRA of any cancellation or amendment to any of the insurance binders, policies or certificates.

8. Indemnification:

Contractor shall indemnify, defend, and hold harmless, the CRA and City of Crestview, their agents, officers and employees, from any and all losses, fines, penalties, costs, damages, claims, demands, suits, third party claims, or liabilities of any nature, including reasonable attorneys' fees (including regulatory and appellate fees), arising out of, because of, or due to any incidents or claims arising in any manner from the exercise or attempted exercise of Contractor's rights or duties hereunder, regarding any person or property of any nature whatsoever, regardless of the apportionment of negligence, unless such claim is due to the sole negligence of the CRA or the City.

9. Licensing:

The Contractor shall obtain all permits and maintain at Contractor's expense all professional and business certificates and licenses required by law for Contractor's lawful operation and as may be necessary to perform any Services under this Contract. If Contractor performs any Services without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may, at the City's sole determination and discretion, waive fees for City controlled permits, but in no instance can the City waive permit requirements or fees beyond their control.

10. Cancellation:

Notwithstanding any other provisions of this Contract, this contract may be canceled by the CRA with a thirty (30) day written notice to the Contractor or by the Contractor with a ninety (90) day written notice to the CRA, as such notice is described in Section 14.8, below, and is contingent upon the annual appropriation by the CRA Board of legally available funds to pay for the Services according to this Contract. The CRA's obligation to pay the amount due hereunder in any fiscal year is contingent upon the availability and proper appropriation by the CRA of legally available funds for the purpose set forth in this Contract.

11. Performance of Services/Responsibilities:

For each deliverable, the Contractor will demonstrate Services delivery by presenting an updated report semi-annually to the CRA Board. The Services to be performed by Contractor and duties and responsibilities are more fully described in the Scope of Work, Exhibit A hereto.

12. Termination for Default

This Contract will remain in force for the Term specified in Section 3., above, and until the CRA determines that all requirements and conditions of the Contract have been satisfactorily met. However, the CRA will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the CRA decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the CRA will give the Contractor a fifteen (15) day notice, whereupon the Contract will terminate, unless within the notice period the Contractor cures the failure to perform, shows it is taking steps to cure or meets its required responsibilities under the Contract to the satisfaction of the CRA.

Upon Contract termination for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation calculated pro rata for the time period Services were satisfactorily performed by the Contractor and allocable to the Contract and accepted by the CRA or its designee prior to such termination.

If any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to be a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the CRA in whole or in part whenever the CRA, in its sole discretion, determines that the termination is in the CRA's best interest. Any such termination shall be affected by the CRA Board giving at least a fifteen (15) day notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the CRA; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Miscellaneous:

14.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else. The Contractor shall indemnify and save harmless the CRA and City of Crestview against all liens and claims of mechanics and materialman furnishing labor and materials in the performance of this Contract.

14.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected and thereby each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

Changes are *Underlined/Italics*

14.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the CRA or City of Crestview's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

14.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by the authorship of any provision of this Contract.

14.5 Attorney's Fees

In any dispute relating to this Contract, each party shall be responsible for their respective Attorney's fees and costs.

14.6 Venue and Waiver of Jury Trial

The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else. THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY AGAINST THE OTHER PARTY, BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

14.7 Public Records

Contractor agrees to comply with the Florida Statutes in Chapter 119 regarding public records, as applicable to this Contract, specifically, Contractor shall:

A. Keep and maintain public records required by the CRA.

B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the Term and following completion of the Contract for records not transferred to the CRA.

D. Upon completion of the Contract, transfer, at no cost, to the CRA all public records in possession of the Contractor. If the Contractor transfers all public records to the CRA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

E. CRA reserves the right to unilaterally cancel this Contract for Contractor's refusal to allow public access to records when such access is required by law.

**F. If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

**City Clerk, City of Crestview**
**198 North Wilson Street**
**P.O. Box 1209**
**Crestview, Florida 32536**
**(850) 682-1560 Extension 250**
cityclerk@cityofcrestview.org

G. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

14.8 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

| As to the CRA | As to the Contractor |
|---|---|
| **Community Redevelopment** | **Main Street Crestview Association** |
| *Elizabeth Roy*, CRA Director | Paul E. Lowrey, President |
| 198 Wilson Street North | PO BOX 364 |
| Crestview, FL 32536 | Crestview, FL 32536 |

*[Signatures appear on the following page.]*

Community Redevelopment Agency of
The City of Crestview, Florida
198 Wilson Street North
Crestview, FL 32536

IN WITNESS THEREOF, the CRA and the Contractor execute this Contract on the dates shown below.

**Community Redevelopment Agency**

**CRA Board Chairman Signature** 10/28/19

*Nathan Boyles* *Date*

**APPROVED AS TO LEGAL FORM**

**CRA Attorney Signature** 10/28/19

*John Holloway* *Date*

**Main Street Crestview Association**

**MSCA Board President Signature** Paul E. Lowrey 10/28/19

Paul E. Lowrey Date

**Witness 1 CRA Director Signature** Elizabeth M Roy 10/28/19

*Elizabeth Roy* Date

**Witness 2 MSCA Director Signature** 10/28/19

Sandra Wilson Date

Changes are *Underlined/Italics*

Community Redevelopment Agency of
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# SCOPE OF WORK

## Exhibit A

The Main Street Crestview Association (MSCA), designated as Contractor in the Contract to which this Scope of Work is Exhibit A, will provide to the Community Redevelopment Agency (CRA) the following services:

MSCA will maintain National, State and Historic Main Street Certifications, as applications for grants often award extra points for these certifications. MSCA will manage the review and awards of the grant program. The MSCA shall design and deliver the National 4-point Main Street Plan for the Main Street district area addressing:

1. Organization
2. Revitalization
3. Design
4. Promotion

**Organization**: The Main Street Board of Directors will manage and be held accountable for all financial and program Services provided under this Contract. It will maintain its 501(c)(3) non-profit status and maintain all National, State, and Historic Certifications required for a Main Street Association, as well as provide all the reporting requirements to the appropriate entities. MSCA will provide in the months of October and April a report of progress to the CRA in its request for payment. The MSCA will have oversight and responsibility for all activities scheduled and programs that the MSCA develops. No one will be authorized to obligate funds, represent or establish a Main Street Association event or promote the MSCA in any way that is not authorized by the Main Street Board of Directors. The CRA will be informed of all official MSCA events and official activities by its official calendar or public notice of events.

**Revitalization**: The Main Street Board of Directors will have a committee dedicated to the promotion of the Commercial Incentive Program and the Façade Grant Program that the CRA has approved in its CRA plan. The committee will work to encourage businesses, bankers, realtors, investors and developers to make use of the opportunities the CRA has to offer for redevelopment and business appearances.

A Main Street member will serve on the Façade Grant Review Board and support businesses in following the proper policy procedures to apply for a grant.

Changes are *Underlined/Italics*

**Design**: The Main Street Board of Directors will have a committee dedicated to developing programs to encourage businesses to participate in the upkeep and beautification of the Crestview Downtown/Main Street area.

**Promotion**: The Main Street Board of Directors will have a Promotions Committee. The Promotions Committee will consist of several sub-committees and projects in support of downtown Crestview activities and of the CRA plan. There will be an Events Sub-Committee, that will provide for the annual events including but not limited to The Fall Festival and Christmas Parade and will schedule special events throughout the year. There will be a Projects Sub-Committee which will work on CRA support projects such as the Dog Park project or a designated future project, and a Marketing Sub-Committee that will work on media campaigns and programs. MSCA will coordinate with the City of Crestview to ensure the City has secured event insurance to cover the Fall Festival and Christmas Parade. MSCA will purchase and provide any insurance required to cover other events held within the CRA and sponsored by MSCA.

MSCA Contract Deliverables:

1. Complete and manage all required National, State and local Main Street Association and Historical designation reports.
2. Active participation in the Grant Review Committee and assist businesses with the program process.
3. Organize, manage and coordinate with businesses and the City of Crestview, annual events such as the Military Appreciation Event, Fall Festival and Christmas Parade, as well as schedule periodic special events for the Main Street and City of Crestview community.
4. Provide the CRA and City of Crestview with proof of insurance to cover any events held that are not sponsored by the City of Crestview.
5. Provide marketing/promotion campaigns for the Historical Main Street Downtown area.
6. Outreach and participate with other organizations in support and promotion of Main Street activities and programs.
7. Assist the CRA with assigned projects/events throughout the Term of the Contract.
8. Report program and event results with participation estimates and successes to the CRA twice a year.

Changes are *Underlined/Italics*

Community Redevelopment Agency of
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198 Wilson Street North
Crestview, FL 32536

Exhibit B

| **Contract Budget** | **2018/2019** | ***2019/2020*** |
|---|---|---|
| Program Administration | | |
| Main Street Dues | $ 500.00 | *$ 500.00* |
| Contracted Services | $ 500.00 | *$ 500.00* |
| MSCA Executive Director | $ 16,000.00 | *$ 21,000.00* |
| *Part-time Staff* | | *$ 6,000.00* |
| Marketing/Advertising | $ 7,000.00 | *$ 7,000.00* |
| Event Management | $ 10,000.00 | *$ 15,000.00* |
| **Total Contract Amount** | **$ 34,000.00** | ***$ 50,000.00*** |

Budget Narrative:

Program Administration: These are costs associated with maintaining the historical status and reporting requirements of the State of Florida Main Street Program. These include the dues that the Main Street Crestview Association is required to pay to the Florida Main Street Program and other dues in support of the MSCA's goals.

Contracted Services include a full-time person to serve as Main Street Executive Director and costs for keeping a website operational.

Main Street Marketing/Advertising: This includes promotion of the downtown area through multiple marketing media and/or promotional programs. This funding will support the Promotion of Main Street, the Revitalization Marketing objectives and the Design programs which all focus on the upkeep of the Downtown area. Four projects will be worked on specifically in support of the Main Street marketing:

1. Yearly scheduled events
2. Dog Park Development Project (Completed 2019)
3. Commercial Incentive package
4. Design project which will encourage beautification and cleanliness of Main Street

Changes are *Underlined/Italics*

Event Management:

Three (3) major events will be fully managed which include an annual Military Appreciation Event, an annual Fall Festival, and an annual Christmas Parade. Throughout the year special appreciation events will be held for businesses and members. MSCA will provide event insurance appropriate for each event that is held separate from the Fall Festival and Christmas Parade and will require participants (food vendors, entertainers, etc.) to provide all necessary documentation before being allowed to participate in any given event. The City of Crestview will provide event insurance for the Fall Festival and Christmas Parade.

Community Redevelopment Agency of
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Exhibit C

# Main Street Crestview Association

# Organizational Policies and Fiscal Assurances

**Main Street Association Board Policy**

**Internal Control Policy and Procedures**

Policy: The Main Street Crestview Association (MSCA) administration has primary responsibility for establishing and monitoring all aspects of fraud risk-assessment and prevention activities.

Purpose: MSCA is and wishes to ensure its members and contracts that it is proactive in reducing fraud opportunities by (1) identifying and measuring fraud risks, (2) taking steps to mitigate identified risks, and (3) implementing and monitoring appropriate preventive and internal controls and other deterrent measures.

Scope: This administrative procedure is limited to financial and asset related fraud within MSCA.

In order to minimize the risk of fraudulent activities affecting the Financial Statement presentation of MSCA, high-risk areas have been identified and steps planned to safeguard the assets. The majority of transactions identified as high risk have various input and approval processes.

MSCA maintains adequate insurance to ensure that theft, damage, or misuse of MSCA property would not materially affect the financial statements. Management has considered all the areas identified below to be areas of risk and has set stringent internal controls. By segregating duties, this reduces the likelihood that errors (intentional or unintentional) will remain undetected by providing for separate processing by different individuals at various stages of a transaction and for independent reviews of the work performed. Management continuously seeks and reviews new procedures to enhance internal controls.

Changes are *Underlined/Italics*

Internal controls by area of risk:

I. Cash Receipts

The MSCA designated representatives takes in cash and checks on a daily and periodic basis and records payments, including credit card transactions, to a members or event customers account. The designated representative reconciles the cash and checks to assure they match each deposit.

Checks are made payable to Main Street Crestview Association and are immediately endorsed for deposit. Receipts are used for all transactions processed. All cashiered checks, cash and credit cards are reconciled and submitted to the Treasurer. Deposits are taken to the bank as soon as possible to minimize the amount of cash on hand. Personnel independent of cash transactions do the Bank reconciliation (Treasurer). Deposits are placed in a locked bag and transported to the bank by a person not involved in bank reconciliation.

2. Cash Disbursements

All disbursements, with the exception of petty cash and certain wire transfers, are made by check. All checks are pre-numbered by the general ledger system. Checks are computer generated in QuickBooks and printed. The checks are processed for payment by the Treasurer and the checks are signed by two MSCA representatives. Two designated officers are authorized to process checks if the Treasurer is unavailable. Petty cash disbursements must have original approved receipts and are limited to $125.00.

Appropriations and Budgetary Controls

The Board of Directors approves the yearly operating budget. Should line item changes need to be made during the year, the request is made to the executive committee, who decides whether or not the request should go to the full board for consideration. Financial Records are audited yearly by a selected member not holding interests in MSCA.

4. Receivables

Posting of accounts receivables are made by the designated representative. Receivables are thru membership dues, special events, partnerships, sponsorships, brick sales and contracts. The POC designated person is the person responsible for all posting and tracking of funds and receivables paperwork. All membership and special event applications with payments must go to the designated person first. The designated person processes deposits and copies the Treasurer all receipt information. All fund raising projects will follow the same procedures.

Changes are *Underlined/Italics*

5. Investments

Investments of property or items that require tracking will be identified as MSCA property and inventoried.

6. Inventories

Periodic physical inventory counts are conducted within each fiscal year-end. The receivables designated person is also responsible for all inventory of MSCA items.

7. Accounts Payable

Accounts payable ledgers are produced and periodically reviewed by management, Cutoff procedures at year-end are adhered to ensuring inclusion of items purchased during the previous year. After all appropriate approvals and receipts have been received, the Disbursement Request is processed by Accounts Payable for payment. All vendor checks are signed with two signatures as noted in the "Cash disbursements" section. No one other than the Executive Board can approve a purchase or contract agreement.

8 Fixed Assets

The Executive Director is responsible for tracking fixed assets and maintains the software responsible for tracking. The Board of Directors approves all property dispositions. Any stolen/missing items are identified through physical inventory processes.

9. Payroll Currently all payroll is processed as independent contractors.

10. Purchases

Purchases must be supported by Board approval. No one other than the Executive Board can approve a purchase, commit to an expense or contract agreement.

Community Redevelopment Agency of
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Crestview, FL 32536

**Main Street Crestview Association (MSCA)**

**Fraud and Theft Guideline**

MSCA will identify and promptly investigate any possibility of fraudulent or related dishonest activities against MSCA and, when appropriate, to pursue legal remedies available under the law. MSCA promotes an organizational environment and culture that requires honesty and ethical behavior and encourages the prevention of fraud by raising awareness of the need for high standards of personal and professional conduct. Any act of fraud, illegal acts or misconduct ascertained upon investigation, or pursuant to a criminal conviction, or through written acknowledgment by the member concerned, shall result in the appropriate disciplinary and legal actions against the member and/or entities. This includes restitution and/or forwarding information to the appropriate authorities for criminal prosecution. The repayment of losses will be sought in all cases and MSCA will normally expect to recover all costs in addition to the recovery of losses.

Purpose:

MSCA wishes to be seen by the public and members, as being honest and opposed to fraud in the way it conducts its business. MSCA's ethical behavior and fraud reporting administrative procedure addresses the responsibility of

Management and members for the detecting and reporting of fraud or suspected fraud.

Scope:

This policy is limited to financial and asset related fraud within MSCA.

Definitions

For the purposes of this policy, fraud shall include but not be limited to:

- Theft or misappropriation of MSCA assets
- Submitting false claims for payments or reimbursement
- Accepting or offering a bribe or accepting gifts or other favors under circumstances that might lead to the inference that the gift or favor was intended to influence a members or staff in their decision-making while serving MSCA.
- Accepting a commission (kick back) from or paying same to a third party in exchange for MSCA Services
- Black-mail or extortion
- 'Off Books' accounting or making false or fictitious entries
- Knowingly creating and/or distributing false or misleading financial reports
- Paying of excessive prices or fees where justification thereof is not documented

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- Violation of MCSA procedures with the aim of personal gain or to the detriment of MSCA
- Willful negligence intended to cause damage to the material interest of MSCA
- A dishonorable or irresponsible or deliberate act against the interests of MSCA.

For the purpose of this policy, an employee refers to the administration, Board of Directors and staff members who receives remuneration, either full or part time, from MSCA. Employee shall also include any volunteer who provides services to MSCA through an official arrangement with MSCA, and other individuals associated with MSCA who receive a check through the MSCA system.

**Responsibility for the Detection and Prevention of Fraud**

Employees at all levels are responsible for exercising due diligence and control to prevent, detect and report acts of fraud. Those who fail to carry out these responsibilities will be subject to disciplinary action up to and including termination of employment.

Responsibility of Management

It is the responsibility of the administration to be familiar with the types of improprieties that might occur in their area and be alert for any indication that improper activity, misappropriation or dishonest activity is or was in existence and put in place controls to avoid such occurrences. Members are expected to support and work with the Executive Director and Board of Directors and law enforcement agencies in the detection, reporting and investigation of dishonest or fraudulent activity including the prosecution of offenders. If a fraud or theft is detected in an area, the Board of Directors is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.

Responsibility of Employees

It is the responsibility of all employees to conduct their MSCA business in such a way as to prevent the occurrence of fraud and theft in the workplace. Employees must also be alert to the possibilities for fraud and theft and be on guard for any indications that improper or dishonest activity is taking place and to report fraud or theft when they think it has occurred.

Reporting Fraud

It is the responsibility of all MSCA staff and Directors to report any suspicions of fraud, without delay, according to the procedure described out below. Reporting anonymously is also encouraged but requires sufficient details of the alleged wrongdoing to allow for an investigation. Persons who cover up, obstruct, or fail to report, may be considered to

be an accessory after the fact and may be subject to disciplinary action and/or discharge. Persons who threaten retaliation against a person reporting a suspected fraud shall be reported to appropriate officials.

Care must be taken in dealing with suspected dishonest or fraudulent activities to avoid:

- Incorrect accusations
- Alerting suspected individuals to an investigation underway
- Treating members unfairly

For all employees and management, the incident, facts, suspicions or allegations should not be discussed with anyone inside or outside MSCA unless specifically directed to do so by the Director or the designee investigating the incident. In particular, the matter should not be discussed with the individual suspected of fraud.

**Steps to Follow In Reporting Suspected Fraud or Theft**

Fraud can be detected at any level within MSCA and the following general principles should apply in the reporting of suspected fraud:

- A person who suspects that fraudulent practice may be occurring should, in the first instance, report the matter to his/her immediate supervisor. Should the employee not feel comfortable reporting the suspicion of fraud to a supervisor, then the employee should have no hesitancy in reporting the matter directly to the Executive Director or to an Officer of the Board of Directors.
- Once a report of suspected fraud is made to a supervisor, the supervisor must report the suspected fraud directly to the Director or Board President. In the absence of the Board President, the Vice President should be notified. The person reporting suspected fraud should complete a Fraud Incident Report.

**Main Street Crestview Association**

**Fraud Incident Report- Must include the following:**

Name of person suspected of possible theft/fraud date and time suspected event occurred

Location of suspected event

Describe suspected event

Have the police been notified? If so, is there a police report available?

Name of person suspected fraud/theft event reported to

Names of witnesses:

Changes are *Underlined/Italics*

Community Redevelopment Agency of
The City of Crestview, Florida
198 Wilson Street North
Crestview, FL 32536

Signature of reporting employee

Date reported

**Main Street Crestview Association**

**Purchasing Procedures**

- The Executive Board assigned Purchasing Agent is the only person that is authorized to process purchase requests.
- The Agent is the only person that when items are received determines if it is an inventory item or needs to be distributed to a specific person or committee.
- The Agent oversees the distribution of purchased items.
- All purchase receipts remain at a Board designated location where official records are housed and the Agent is in charge of filing and keeping track of all receipts. Copies of all receipts are sent to the Treasurer.
- The Agent will process purchase requests and payment requests for received items.
- All purchases made with personal funds for any items that need reimbursement must have prior approval before any reimbursement can be made. After the fact purchases will not be reimbursed unless, the purchase it is determined to be an emergency situation that required it.
- All receipts are turned in to the Agent with explanation of use.
- The Agent submits to the Treasurer receipts for payment and pays the bills.
- The Agent submits on a monthly basis a recap of expenditures to Contractors demonstrating contract compliance.

Changes are *Underlined/Italics*

Community Redevelopment Agency of
The City of Crestview, Florida
198 Wilson Street North
Crestview, FL 32536

Changes are *Underlined/Italics*

Exhibit D

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 12 2004

MAIN STREET CRESTVIEW ASSOCIATION
INC
P.O. DRAWER 1209
CRESTVIEW, FL 32536

Employer Identification Number:
33-1040900
DLN:
204037015
Contact Person:
EUGENIA P ASCENCIO-MADRIGAL ID# 95133
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

MAIN STREET CRESTVIEW ASSOCIATION

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (DO/CG)

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**MAIN STREET CRESTVIEW ASSOCIATION, INC** as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

a. Keep and maintain public records required by the public agency in order to perform the service.
b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
e. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

   **City Clerk, City of Crestview**
   **198 North Wilson Street**
   **P.O. Box 1209**
   **Crestview, Florida 32536**
   **(850) 682-1560 Extension 250**
   cityclerk@cityofcrestview.org
f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals

Changes are *Underlined/Italics*

USE AND SUBSIDY AGREEMENT *(REVISED)*

THIS REVISED USE AND SUBSIDY AGREEMENT (the "Agreement") is entered into by and between the CITY OF CRESTVIEW COMMUNITY REDEVELOPMENT AGENCY (the "Agency") and Courthouse Suites, LLC a Florida limited liability company (the "Developer") as of the_28th___day of October_ , 2019 ("Effective Date"). Agency and Developer agree as follows:

Section 101. Purpose of the Agreement.

The Developer is the owner of a property located at 114 East Cedar Avenue, in the City of Crestview, Florida ("Property"). The purpose of this Agreement is to effectuate the Redevelopment Plan for the City of Crestview Community Redevelopment Agency by providing for the following: Agency's payment to Developer in consideration of Developer completing redevelopment of the Property and Agency's use of certain portions of the Property in accordance with this Agreement. The Agency payment shall be in consideration for the following: (i) Developer's renovation and redevelopment of the Property and completion of construction of a full service commercial office facility and retail space on the Property of approximately twenty (20) office suites, with administrative support for office tenants including receptionist, conference rooms and office services, as well as retail spaces available for lease and an outside courtyard area, to be known as the Courthouse Suites (the "Project"), in accordance with this Agreement; (ii) Developer's satisfactory construction of the Project; (iii) Developer's operation of the Courthouse Suites; and (iv) Agency's use of portions of the improved Property as described in this Agreement. The development and use of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the Agency, the City of Crestview ("City") and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

Section 102. The Redevelopment Plan.

This Agreement is subject to and made in accord with the Crestview Community Redevelopment Plan which was originally approved and adopted on August 14, 1995 by the City Council of the City of Crestview, and modified in 1998, 2015 and in 2017 by Ordinance No. 18- ("Redevelopment Plan"). The 2017 Redevelopment Plan is incorporated herein by reference and made a part hereof as though fully set forth herein.

Section 103 The Property.

The property the subject of this Agreement ("Property") is located at 114 East Cedar Avenue, in the City of Crestview, Florida. A legal description of the Property is attached hereto as Exhibit A.

Section 104 - Agency.

a Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 163, Part II of the Florida Statutes.

Section 105 - Developer.

a. Developer is Courthouse Suites, LLC, a Florida limited liability company.

b. Whenever the term "Developer" is used herein, such term means and include the Developer as of the date hereof, and any assignee of or successor to its rights, powers and responsibilities permitted by this Agreement.

Section 106 - Use of Property and Agency Subsidy.

a. Developer agrees to allow Agency to use three (3) premium offices as and when needed, free of rent or other charges, for a period of ten (10) years, subject only to the unavailability of such offices as a result of prior rental by Developer to third parties. The use of these offices also includes Developer providing Agency paid utilities, access to a conference room onsite, administrative support, including receptionist services and use of copy machines, facsimile machines, and related office services. The ten (10) year period will commence upon the issuance of a Certificate of Occupancy for the Project and Agency's taking occupancy of the offices and continue until ten (10) years after that date ("Initial Occupancy Period").

b. In consideration of Developer's completion of the Project and Developer's allowance of the Agency's use offices, each measuring at least 160 square feet, for the Initial Occupancy Period, Agency agrees to pay Developer in the amount of One Hundred Thousand Dollars ($100,000.00) ("Agency Subsidy"). The payment of the Agency Subsidy will be made within thirty (30) days of issuance of the Certificate of Occupancy.

Section 201 — Assignments and Transfers.

a. Developer represents and agrees that its undertakings pursuant to this Agreement are for the purpose of redeveloping the Property as a full-service commercial office building with approximately twenty (20) offices and retail space, and not for speculation in land holding. Developer further recognizes that the qualifications and identity of Developer are of particular concern to the Agency and the Agency, in light of the following: (1) the importance of the development of the Property to the general welfare of the community; (2) the public assistance that has been made available by law and by the government for the purpose of making such redevelopment possible; and (3) the fact that ownership or control of Developer or any other act or transaction involving or resulting in a significant change in ownership or control of Developer, is for practical purposes a transfer or disposition of the property then owned by Developer. Developer further recognizes that it is because of such qualifications and identity that the Agency is entering into the Agreement with Developer. Therefore, no voluntary or involuntary successorin-interest of Developer shall acquire any rights or powers under this Agreement except as expressly permitted herein ("Permitted Transfers"). Such Permitted Transfers include the lease for occupancy of all or any part of the Project or the granting of easements or permits to facilitate the development of the Property.

b. Prior to issuance of a Certificate of Occupancy ("Project Completion"), Developer shall not assign all or any part of this Agreement, or any interest herein, without the prior written approval of the Agency. Subject to review of documentation effectuating any such proposed assignment or transfer, the Agency agrees to reasonably give such approval if the assignment is a Permitted Transfer.

c. For the reasons cited above, Developer represents and agrees for itself and any successor-in- interest that prior to Project Completion, without the prior written approval of the Agency, there shall be no significant change in the ownership of Developer or in the relative proportions thereof, or with respect to the identity of the parties in control of Developer or the degree thereof, by any method or means, except Permitted Transfers. In any case, all successorsin-interest of the Property or assignees will be bound by the provisions of this Agreement until this Agreement terminates by its own terms.

d. Any assignment or transfer of this Agreement or any interest herein or significant change in ownership of Developer, other than certain Permitted Transfers, shall require the approval of the Agency, which shall not be unreasonably withheld. To the extent Agency approval of an assignment or transfer is required by this Agreement, in granting or withholding its approval, Agency shall base its decision upon the relevant experience, financial capability and reputation of the proposed assignee or transferee and the effect, if any, of such proposed transfer on the public purposes of this Agreement, including, without limitation, (i) the proposed transferee's current experience in owning and operating a full service office building comparable in quality and size to the offices contemplated by this Agreement, and (ii) the proposed transferee's financial commitments and resources are reasonably satisfactory to the Agency. In

addition, Agency shall not approve any assignment or transfer of this Agreement or any interest herein or significant change in ownership of Developer that results in payment of consideration to any person prior to Project Completion.

e. Developer shall promptly notify the Agency of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. Except for Permitted Transfers, this Agreement may be terminated by the Agency if there is any significant change (voluntary or involuntary) in membership, management or control, of Developer (other than such changes occasioned by the death or incapacity of any individual) prior to Project Completion.

f. Permitted Transfers and any other assignments or transfers approved by the Agency in conformance with this Agreement shall be evidenced by the Developer's, assignee's, and Agency's execution of an assignment and assumption agreement, in which assignee shall assume the duties and obligations of Developer created by this Agreement.

Section 202. Developer Obligations.

a. Developer has advised Agency that it has arranged for all necessary funding for completion of the Project, including a commercial line of credit and private funding. Agency is relying on Developer's assertion that it has secured sufficient funding to finance the Project to allow the Project to be completed in a timely manner, with completion of the Project no later than January 31, 2019 ("Estimated Completion Date").

b. Developer, or its' agents or principals, owns the Property and has entered into a construction contract with a reputable general contractor who can and will complete the Project by the Estimated Completion Date. A project description and project drawings are attached hereto as Exhibit B.

c. All construction of the Project will be done in conformance to the rules, regulations and laws applicable to the Property and Project, and Developer agrees that it will proceed with compliance to all laws, including nondiscrimination, labor laws, and all other state and federal rules and regulations relating to the Project. The Agency will have no responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or approve any of the work done on the Project. The Agency shall not be responsible for any of the work of construction, improvement or development of the Property. Nothing contained in this Agreement shall be deemed or construed to create a legal partnership, joint venture, or any other similar relationship between the parties hereto or cause Agency to be responsible in any way for the debts or obligations of Developer or any other person or entity.

d. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Developer certifies that it, and its affiliates, contractors, sub-contractors or agents who will perform work on the Project, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the Effective Date.

e. It is the responsibility of Developer to ensure that zoning of the Property and all necessary land use requirements to permit development of the Property and construction of the Project. This Agreement does not (a) grant any land use entitlement to Developer, (b) supersede, nullify or amend any condition which may be imposed by the City of Crestview or any other entity in connection with approval of the Project described herein, (c) guarantee to Developer or any other party any profits from the development of the Property, or (d) amend any City laws, codes, rules or requirements.

f. Developer must complete the Project as it is described in this Agreement and secured a Certificate of Occupancy by the proper public entity for the Project. If Developer does not substantially complete the Project by January 31, 2019, unless the Agency has approved in writing an extension to this estimated completion date, and obtain a Certificate of Occupancy, Agency has no obligation to pay the Agency Subsidy and the Agency may terminate this Agreement.

g. The Developer, its successors and assigns, agree that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be subjected to discrimination in the lease of any offices or rooms in the Project. Should such discrimination occur, the Agency will provide notice to the Developer of a breach of this condition and thereafter, Developer has 15 days to demand arbitration as to the claim of discrimination. The parties will then mutually agree to an arbitrator and if they cannot agree, the auspices of the American Arbitration Association will govern. This arbitration is independent of any other actions being taken by other agencies. However, a finding by any other agency or court that such discrimination has occurred may be relied upon by the Agency as conclusive proof of a breach of this provision. If Developer does not demand arbitration within fifteen (15) days, or if arbitration is conducted and it is determined by the arbitrator that discrimination occurred, the Agency shall have the right to terminate this Agreement and pursue any and all other lawful remedies. cost of such arbitration shall be borne by the non-prevailing party. Such non-prevailing party shall be determined by the arbitrator.

Section 301 - Governing Law.

The law of the State of Florida shall govern this Agreement. Venue of any action to enforce this Agreement shall be in Okaloosa County, Florida.

Section 302 - Successors and Assigns.

The Agency and Developer respectively bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to the Agreement shall assign the Agreement or any portion of it without advance written consent of the other party.

Section 303 - Written Notice.

Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. Unless amended in writing, the Developer and the Agency designate the following as the respective persons and places for giving of notice:

To Community Redevelopment Agency:

CRA Director
City of Crestview Community Redevelopment Agency
198 Wilson Street North
Crestview, FL 32536

To Developer:

Alex Barthe, Owner
Courthouse Suites, LLC
114 E. Cedar Avenue
Crestview, FL 32536

Section 304 - Rights and Remedies.

a. Duties and obligations imposed by this Agreement and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

b. No action or failure to act by the Agency or Developer shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

Section 305 - Binding Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 306 - Indemnification and Hold Harmless.

The Developer agrees to protect, defend, reimburse, indemnify and hold the Agency, the City, their agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of every kind and character (sometimes collectively "Liability") against the Agency or City that arise out of this Agreement or due to the construction or operation of the Project, except to the extent that any of the Liability results from the negligence or willful misconduct of the Agency or City. The Developer recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the Agency in support of this clause in accordance with the laws of the State of Florida. This paragraph shall survive the termination of the Agreement.

Section 307 - Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the Agency and City's rights and immunities under the Florida Constitution, common law, or Florida Statutes 768.28, as amended from time to time.

Section 308 - Time is of the Essence.

The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

Section 309 - Headings.

Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

Section 310 - Severability.

If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

Section 311 - Extent of Agreement.

This Agreement represents the entire and integrated Agreement between the Agency and the Developer and it supersedes all prior negotiations, representations or agreements, either written or oral.

Section 312 — Public Records.

Developer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Developer shall:

a. Keep and maintain public records required by the public agency necessary to build and operate the Project.
b. Upon request from the Agency or City's custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Developer does not transfer the records to the Agency: and
d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Developer or keep and maintain public records required by the Agency to perform the service. If Developer transfers all public records to the Agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of this contract, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.
e. **If Developer has questions regarding the application of Chapter 119, Florida Statutes to Developer's duty to provide public records relating to this Agreement, Developer shall contact the Custodian of Public Records at:**

**City Clerk, City of Crestview**
**198 North Wilson Street**
**P.O. Box 1209**
**Crestview, Florida 32536**
**(850) 682-1560 Extension 250**
**cityclerkacityofcrestview.org**

f. In the event the Agency must initiate litigation against Developer in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the Agency or City because Developer failed to provide access to public records responsive to a public record request, the Agency and City shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Section 313 — Recordation.

This Agreement may be recorded in the Public Records of Okaloosa County, Florida.

**IN WITNESS OF THE FOREGOING,** the parties have set their hands and seals effective the day and year written above.

**AGENCY:**

**ATTEST:**

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF CRESTVIEW, FLORIDA

City Clerk

Agency Chairman

Approved as to Form and Correctness:

CRA Attorney

**DEVELOPER:**

Courthouse Suites, LLC
a Florida limited liability company

Alex Barthe, Owner

Section 313 — Recordation.

This Agreement may be recorded in the Public Records of Okaloosa County, Florida.

**IN WITNESS OF THE FOREGOING,** the parties have set their hands and seals effective the day and year written above.

**AGENCY:**

**ATTEST:**

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CRESTVIEW, FLORIDA

City Clerk

Agency Chairman

Approved as to Form and Correctness:

CRA Attorney

**DEVELOPER:**

Courthouse Suites, LLC
a Florida limited liability company

Alex Barthe, Manager Owner

STATE OF FLORIDA )
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me on Oct, 31, 2019 Alex Barthe, as Owner of Courthouse Suites, I ,I ,C, a limited liability company on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC
Loretta A Scardina
PRINTED Name of Notary Public

My commission expires:

OFFICIAL NOTARY SEAL
Loretta A. Scardina
Commission No. GG102926
My Commission Expires
June 29, 2021