

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: April 17, 2023

RE: **Business Assistance Funding Agreements with Tampa Bay Black Business Investment Corporation, Inc. and Hispanic Business Initiative Fund, Inc.**

At the August 15, 2022 City Commission meeting, the Lakeland Chamber of Commerce (Chamber) made a request for City support of the small business assistance services provided by the Tampa Bay Black Business Investment Corporation (BBIC) and the Hispanic Business Initiative Fund, Inc. (Prospera) to offer technical assistance to minority-owned small businesses. The Chamber's initial request was specifically related to American Rescue Plan Act (ARPA) funding. However, subsequent discussions led to consideration of a possible collaboration with the Community Redevelopment Agency (CRA), recognizing that BBIC and Prospera's services aligned with the mission and goals of the CRA and funding for the initiative could be committed from the existing Small Project Assistance project accounts in both the Downtown and Midtown CRA budgets.

Accordingly, City and CRA leadership have met with representatives from the Chamber, BBIC and Prospera regarding terms and conditions for the use of CRA funding for technical assistance. Under the attached Funding Agreements, BBIC and Prospera will provide technical assistance in the form of outreach and consulting to entrepreneurs and small business owners. Although BBIC and Prospera focus on assistance to African American and Hispanic entrepreneurs and small business owners, their services will be available to all who request them. Both BBIC and Prospera will provide their services from locations in the Downtown CRA (Chamber office) and Midtown CRA (potentially at The Well and other locations). The marketing and delivery of these services will be primarily targeted toward residents and/or businesses located, or seeking to open or relocate, within those CRA districts. The Agreements require BBIC and Prospera to conduct a minimum amount of technical assistance, outreach and seminars during each reporting period in order to be eligible for payment. These efforts ultimately serve the interests of the CRA by stimulating economic development and cultivating the growth of small businesses within the Downtown and Midtown CRA districts.

The original request of BBIC and Prospera was for \$800,000 over a three-year period. At its April 6th regular meeting, the CRA Advisory Board reviewed the request and gave favorable recommendation to enter into separate three-year agreements with BBIC and Prospera, with the total amount of funding not to exceed \$600,000 as delineated below:

Provider	Total Funding for 3-year Agreement	Downtown CRA Portion	Midtown CRA Portion
BBIC	\$375,000	\$75,000	\$300,000
Prospera	<u>\$225,000</u>	<u>\$45,000</u>	<u>\$180,000</u>
	\$600,000	\$120,000	\$480,000

It is recommended that the City Commission, acting as the City's Community Redevelopment Agency, approve the attached Funding Agreements with BBIC and Prospera, and authorize the appropriate CRA officials to execute the Agreements.

Attachments

THIS AGREEMENT ("Agreement") is entered into on April 17, 2023, by and between the LAKELAND COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA"), and Tampa Bay Black Business Investment Corporation, Inc. ("BBIC" or "Contractor"), a Florida Not For Profit Corporation. BBIC and CRA shall collectively be referred to herein as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the CRA desires to stimulate economic development in order to create new jobs and expand the tax base and is undertaking certain measures necessary to support and expand economic development activities; and

WHEREAS, the investment in Lakeland's small business ecosystem will stabilize jobs and create opportunities for underserved business owners to retain existing and expand their business growth models in the local economy; and

WHEREAS, CRA incentives are leveraged with business owner investment where many are in need of financial coaching and access to capital; and

WHEREAS, the CRA and Contractor believe that offering additional outreach and assistance on how to access capital will be a benefit to businesses and residences; and

WHEREAS, the CRA and Contractor agree by providing business advancement services will allow start-ups and existing businesses at no cost so that their business can grow and prosper; and

WHEREAS, in accordance with the terms and conditions set forth herein, Contractor is prepared to provide the services described more specifically in Exhibit "A";

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. TERM.

The term of this Agreement ("Term") shall begin on the date the Agreement is fully executed by all parties and shall terminate on **September 30, 2025**, unless earlier terminated as provided for herein.

2. CONTRACTOR'S DUTIES.

Contractor shall perform the scope of work and services as described in **Exhibit "A"**.

3. COMPENSATION & REPORTING.

- 3.1. Compensation. In consideration of services to be provided during the Term of this Agreement, the CRA agrees to pay Contractor in accordance with the payment schedule and milestone deliverables, as described in **Exhibit "B"**, for up to a maximum fee of **\$375,000.00**.
- 3.2. Reporting. Pursuant to the table in **Exhibit "B"**, Contractor shall prepare and submit a summary report of services performed ("Report") to the CRA on or about the date of each scheduled reporting date.

- 3.2.1 Each Report shall only reflect the summary of services performed by Contractor between each milestone date ("Reporting Period")
- 3.2.2 Reports shall be in the same, or substantially the same, form as the example attached hereto as **Exhibit "C"**; however, the form of the Report may be modified as mutually agreed upon by both parties.
- 3.2.3 Upon receipt of the Report, the CRA shall review for milestone completion and confirm approval for payment to Contractor in accordance with the schedule in **Exhibit "B"**.
- 3.2.4 At the discretion of the CRA, the CRA shall proportionally reduce the compensation to Contractor on a percentage basis for any unfulfilled milestone(s) for each Reporting Period. The reduced amount may be added to the next payment if the Contractor completes the unfulfilled milestone(s) from the prior Reporting Period during the next Reporting Period.
- 3.3. In keeping with Florida Statute 218.74, "Prompt Payment Act", the CRA shall have forty-five (45) days from receipt of the Report in which to render payment for services performed.

4. TERMINATION.

- 4.1. Each Party reserves the right to cancel this Agreement, without cause, by providing *at least* thirty (30) days prior written notice to the other Party of its intention to cancel, or with cause, if at any time the other Party fails to fulfill or abide by any of the terms or conditions specified.
 - 4.1.1 Upon receipt of such notice from the CRA, Contractor shall, unless the notice directs otherwise, immediately discontinue all services.
 - 4.1.2 Upon termination of this Agreement for convenience, Contractor shall prepare a final Report and be paid for services satisfactorily performed as the date of termination based on the percentage of work satisfactorily completed.
- 4.2. In the event that sufficient budgeted funds are not available for a new fiscal period, the CRA shall notify the Contractor of such occurrence and the CRA shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the CRA.

5. DEFAULT, REMEDIES.

- 5.1. In the event either Party is in material breach of any condition of this Agreement, the other Party shall provide written notice of such breach, which notice shall specify the nature of the breach and provide thirty (30) days after receipt of such notice in which to cure the breach.

- 5.2. If the breaching Party fails to cure the breach within said thirty-day (30) period of time, then the breaching Party shall be considered in default of this Agreement and the non-breaching Party may, at its option, terminate this Agreement or continue this Agreement and seek legal or equitable remedies to such breach.
- 5.3. If the non-breaching Party elects to terminate this Agreement, it will provide sixty (60) day written notice to the breaching Party prior to the effective date of termination.
- 5.4. Each Party agrees to use reasonable efforts to mitigate damages from and after any termination.

6. ACCESS TO RECORDS/AUDIT.

- 6.1. Contractor shall keep adequate records and supporting documentation applicable to the delivery of services under this agreement.
- 6.2. Said records and documentation shall be retained for a minimum of seven (7) years from the date this agreement is completed and accepted by the CRA.
- 6.3. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the CRA. The CRA reserves the right to audit such records upon notice to Contractor.

7. PUBLIC RECORDS.

- 7.1. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834- 6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall 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 the

contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

8. INDEMINIFICATION.

Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the CRA, and City of Lakeland, its agents, employees and elected officials, from and against said claims arising out of the Contractor's acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions of anyone acting under the Contractor's direction, control, or on its behalf in connection with this Agreement.

9. JURISDICTION/VENUE/GOVERNING LAW.

The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

10. INDEPENDENT CONTRACTOR STATUS.

Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the CRA or City of Lakeland, Florida.

11. COMPLIANCE WITH LAWS.

Contractor shall comply with all applicable local, state, and federal ordinances, codes, laws, statutes, regulations, and standards in force during the term of this Agreement.

12. SEVERABILITY.

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

13. NOTICES.

All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a Party to be notified, (ii) delivery by Overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the Party to be notified at the following address:

For Contractor: Tampa Bay Black Business Investment Corporation
1920 E. Hillsborough Ave, Suite 222
Tampa, FL 33610
Attn: Albert Lee, President & CEO
Phone: 813-425-2043

For CRA: Lakeland CRA
228 S. Massachusetts Ave
Lakeland, FL 33801
Attn: Valerie Ferrell, CRA Manager
Phone: (863) 834-6064

With a copy to: City of Lakeland
228 S. Massachusetts Ave
Lakeland, FL 33801
Attn: Palmer Davis, City Attorney

14. ASSIGNMENT.

Contractor may not assign its rights or delegate its duties under this Agreement without the CRA's express written consent, which shall not be unreasonably withheld.

15. WAIVER

The failure of either Party to insist upon the strict performance of any term or condition contained in this Agreement shall not be construed as a waiver of such Party's right to insist upon the strict performance of such term or condition in the future or any other obligation contained herein. No waiver shall be effective unless acknowledged in writing by the Party to be bound hereby.

[This Space Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**LAKELAND COMMUNITY
REDEVELOPMENT AGENCY**

CONTRACTOR

H. William Mutz, Chair

Albert Lee, President & CEO

ATTEST:

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
[Name/Title of Attesting Witness]

APPROVED AS TO FORM AND CORRECTNESS:

Palmer C. Davis, City Attorney

EXHIBIT "A"

Scope of Services

The intention of this Agreement is to stimulate economic development and cultivate the growth of local, small businesses within the CRA's geographic boundaries. In furtherance of this intent, Contractor shall primarily provide the services described herein to residents and/or businesses located, or seeking to open or relocate, within the Midtown and Downtown CRA districts as identified in the map attached to this Exhibit. Contractor shall strategically direct marketing efforts and outreach to such businesses and residents within the identified boundaries.

A. Definitions.

- (i) "Counseling" means one-on-one business contact in the office and/or one-on-one contact at a prospect's place of business. If these sessions occur via telephone or virtually, they will be considered counseling for purposes only if the sessions exceed twenty (20) minutes.
- (ii) "Outreach" means the extension of BBIC services, by a BBIC representative in Lakeland with the purpose of soliciting potential clients. Outreach can include TV, radio, website, social media, and community events.
- (iii) "Seminars" mean an informational course designed to educate and enhance the business knowledge of the participants. Seminar topics may include but are not limited to the following topics:
 - Operations and Capacity
 - Business Plans
 - Financial Management
 - Access to Capital
 - Cash Flow Projections
 - Expanding Credit
 - Growth Strategy Analysis
 - Business Model Development
 - Reviewing Growth Plans and Pricing

B. Deliverables.

The milestone schedule for deliverables is more specifically defined in **Exhibit "B"**; however, generally, the following represents the minimum level of services expected to be provided by BBIC to residents and/or businesses located within the Midtown or Downtown CRA districts:

1. Provide four (4) technical assistance business counseling sessions each month during the Term of this Agreement to Lakeland residents or businesses. During these sessions, BBIC shall, at a minimum:
 - (i) provide information on services available by BBIC, and other area business assistance organizations; and

- (ii) evaluate all clientele for potential microloan financing through BBIC (with an aspirational goal of five (5) loans during the Term, which are not required in order to meet contractual obligations herein); and
 - (iii) provide referrals to other banking partners for other financing avenues that may be available to such businesses and residents.
- 2. Engage in at least one (1) outreach effort each month during the Term of this Agreement, which shall include BBIC visiting targeted small businesses to make such businesses aware of the Financial Wellness Assistance Program.
- 3. During the term of this agreement, BBIC shall conduct a minimum of two (2) business assistance seminars (virtual or in person) per quarter on such topics as business financing, pricing your product, budgeting, and business accounting during the Term. BBIC shall ensure a minimum of four (4) unrelated registrants are at each seminar to qualify under this requirement.
- 4. Appropriate Lakeland clients served by BBIC may be advised of training opportunities and encouraged to partake in available trainings, including requesting any client making lending inquiries that does not currently have a business plan to enroll or take the "Writing Your Business Plan" course.
- 5. In coordination with other local organizations (such as the Lakeland Chamber of Commerce and The Well), BBIC shall conduct Financial Wellness Assistance Program services at the Lakeland Chamber of Commerce office (Downtown CRA District), The Well (Midtown CRA District), and other locations within the Downtown and Midtown CRA districts as they become available. It is encouraged that BBIC and CRA continue to work toward offering the services in this Scope in areas of need that best serve the targeted businesses identified herein.

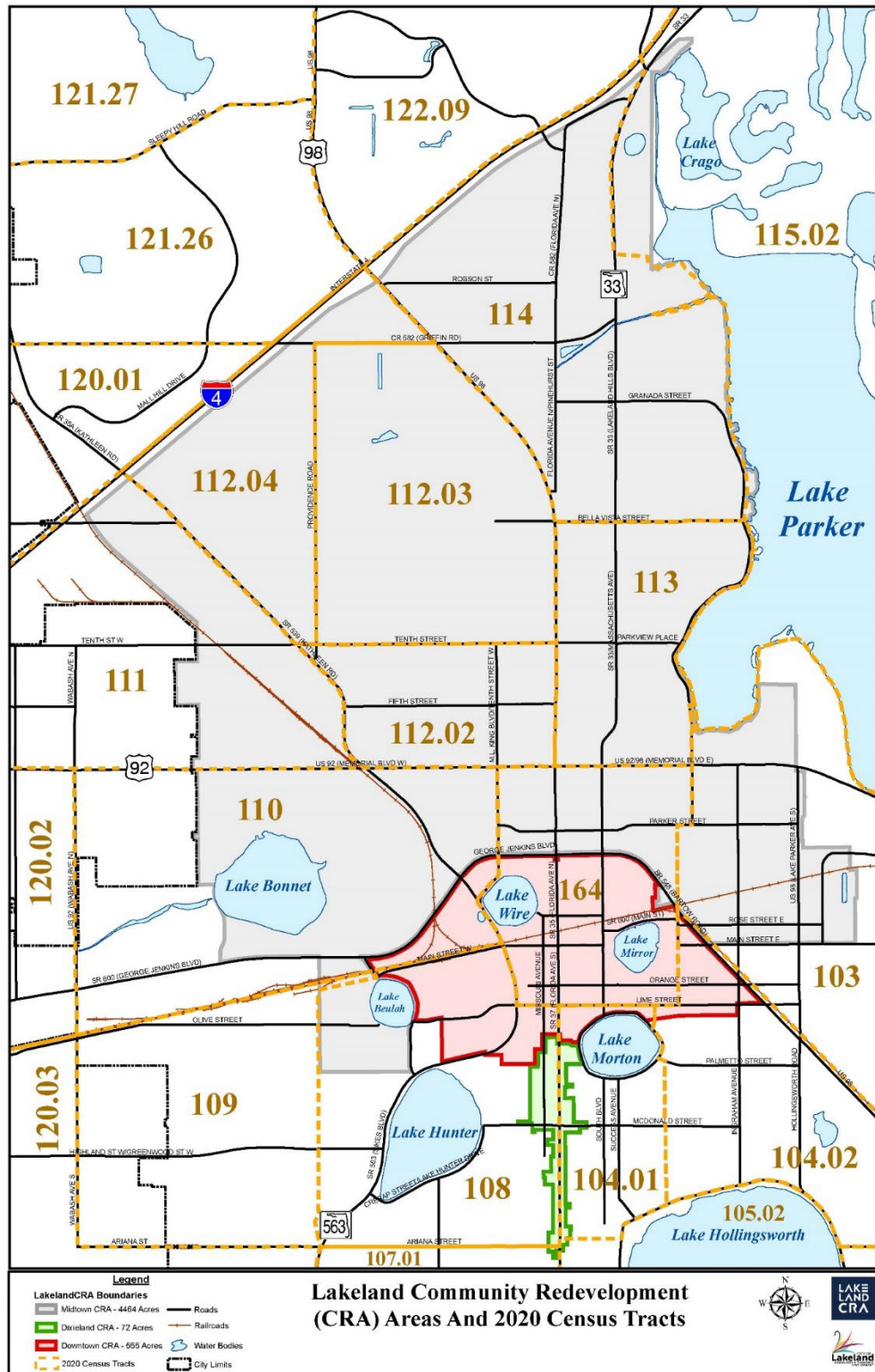


EXHIBIT “B”
Payment and Milestone Schedule

1. Upon execution of this Agreement, the CRA shall pay BBIC the total sum of **\$50,000.00** to commence its Financial Wellness Program as described herein.
2. Thereafter, in consideration of the satisfactory completion of the described milestones within each specified Reporting Period, the CRA shall pay BBIC the amounts consistent with the table below.
3. Payment for each Reporting Period is contingent upon:
 - a. BBIC timely submitting Reports and other documentation substantiating satisfactory completion of the number of services performed during the Reporting Period, and
 - b. Review and approval by the CRA of those submitted Reports.
4. The milestone deliverables listed for each row consist of the minimum count of each type of service, as described in **Exhibit “A”**, provided by BBIC to residents and/or businesses within the Midtown or Downtown CRA.
5. Upon completion of all deliverables and completion of the Term of this Agreement, the maximum total sum payable to BBIC is not to exceed **\$375,000.00**.

Reporting Period			Milestone Deliverables (Min.)			Payment Amount (Max. ¹)
Begin	End	# Days	Technical Assistance	Outreaches	Seminars	
April 17, 2023	June 16, 2023	60	8	2	1	\$25,000.00
June 17, 2023	August 16, 2023	60	8	2	2	\$25,000.00
August 17, 2023	October 16, 2023	60	8	2	2	\$25,000.00
October 17, 2023	January 2, 2024	77	10	2	1	\$31,250.00
January 3, 2024	April 2, 2024	90	12	3	2	\$31,250.00
April 3, 2024	July 2, 2024	90	12	3	2	\$31,250.00
July 3, 2024	October 1, 2024	90	12	3	2	\$31,250.00
October 2, 2024	December 31, 2024	90	12	3	2	\$31,250.00
January 1, 2025	April 1, 2025	90	12	3	2	\$31,250.00
April 2, 2025	July 1, 2025	90	12	3	2	\$31,250.00
July 2, 2025	September 30, 2025	90	12	3	2	\$31,250.00
Totals			118	29	20	\$325,000.00

¹ At the discretion of the CRA, the CRA shall proportionally reduce the compensation to Contractor on a percentage basis for any unfulfilled milestone(s) for each Reporting Period. The reduced amount may be added to the next payment if the Contractor completes the unfulfilled milestone(s) from the prior Reporting Period during the next Reporting Period.

EXHIBIT "C"
Example Form for Report

Reporting Period: [DATES]

Reporting Period Overview			
Services Provided:	Totals	# Downtown CRA	# Midtown CRA
Technical Assistance Counseling			
Outreach Efforts			
Business Assistance Seminars			

Technical Assistance Clients:

#	Name of Business/Resident	Location of Counseling (or phone/virtual)

Outreach Efforts:

#	Description of Outreach Effort	Location and # of Attendees (if applicable)

Business Assistance Seminars:

#	Type of Seminar	Location and # of Attendees

THIS AGREEMENT ("Agreement") is entered into on April 17, 2023, by and between the LAKELAND COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA"), and Hispanic Business Initiative Fund, Inc. d/b/a Prospera ("Prospera" or "Contractor"), a Florida Not For Profit Corporation. Prospera and CRA shall collectively be referred to herein as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the CRA desires to stimulate economic development in order to create new jobs and expand the tax base and is undertaking certain measures necessary to support and expand economic development activities; and

WHEREAS, the investment in Lakeland's small business ecosystem will stabilize jobs and create opportunities for underserved business owners to retain existing and expand their business growth models in the local economy; and

WHEREAS, CRA incentives are leveraged with business owner investment where many are in need of financial coaching and access to capital; and

WHEREAS, the CRA and Contractor believe that offering additional outreach and assistance on how to access capital will be a benefit to businesses and residences; and

WHEREAS, the CRA and Contractor agree by providing business advancement services will allow start-ups and existing businesses at no cost so that their business can grow and prosper; and

WHEREAS, in accordance with the terms and conditions set forth herein, Contractor is prepared to provide the services described more specifically in **Exhibit "A"**;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. TERM.

The term of this Agreement ("Term") shall begin on the date the Agreement is fully executed by all parties and shall terminate on **September 30, 2025**, unless earlier terminated as provided for herein.

2. CONTRACTOR'S DUTIES.

Contractor shall perform the scope of work and services as described in **Exhibit "A"**.

3. COMPENSATION & REPORTING.

- 3.1. Compensation. In consideration of services to be provided during the Term of this Agreement, the CRA agrees to pay Contractor in accordance with the payment schedule and milestone deliverables, as described in **Exhibit "B"**, for up to a maximum fee of **\$225,000.00**.
- 3.2. Reporting. Pursuant to the table in **Exhibit "B"**, Contractor shall prepare and submit a summary report of services performed ("Report") to the CRA on or about the date of each scheduled reporting date.

- 3.2.1 Each Report shall only reflect the summary of services performed by Contractor between each milestone date ("Reporting Period")
- 3.2.2 Reports shall be in the same, or substantially the same, form as the example attached hereto as **Exhibit "C"**; however, the form of the Report may be modified as mutually agreed upon by both parties.
- 3.2.3 Upon receipt of the Report, the CRA shall review for milestone completion and confirm approval for payment to Contractor in accordance with the schedule in **Exhibit "B"**.
- 3.2.4 At the discretion of the CRA, the CRA shall proportionally reduce the compensation to Contractor on a percentage basis for any unfulfilled milestone(s) for each Reporting Period. The reduced amount may be added to the next payment if the Contractor completes the unfulfilled milestone(s) from the prior Reporting Period during the next Reporting Period.
- 3.3. In keeping with Florida Statute 218.74, "Prompt Payment Act", the CRA shall have forty-five (45) days from receipt of the Report in which to render payment for services performed.

4. TERMINATION.

- 4.1. Each Party reserves the right to cancel this Agreement, without cause, by providing *at least* thirty (30) days prior written notice to the other Party of its intention to cancel, or with cause, if at any time the other Party fails to fulfill or abide by any of the terms or conditions specified.
 - 4.1.1 Upon receipt of such notice from the CRA, Contractor shall, unless the notice directs otherwise, immediately discontinue all services.
 - 4.1.2 Upon termination of this Agreement for convenience, Contractor shall prepare a final Report and be paid for services satisfactorily performed as the date of termination based on the percentage of work satisfactorily completed.
- 4.2. In the event that sufficient budgeted funds are not available for a new fiscal period, the CRA shall notify the Contractor of such occurrence and the CRA shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the CRA.

5. DEFAULT, REMEDIES.

- 5.1. In the event either Party is in material breach of any condition of this Agreement, the other Party shall provide written notice of such breach, which notice shall specify the nature of the breach and provide thirty (30) days after receipt of such notice in which to cure the breach.

- 5.2. If the breaching Party fails to cure the breach within said thirty-day (30) period of time, then the breaching Party shall be considered in default of this Agreement and the non-breaching Party may, at its option, terminate this Agreement or continue this Agreement and seek legal or equitable remedies to such breach.
- 5.3. If the non-breaching Party elects to terminate this Agreement, it will provide sixty (60) day written notice to the breaching Party prior to the effective date of termination.
- 5.4. Each Party agrees to use reasonable efforts to mitigate damages from and after any termination.

6. ACCESS TO RECORDS/AUDIT.

- 6.1. Contractor shall keep adequate records and supporting documentation applicable to the delivery of services under this agreement.
- 6.2. Said records and documentation shall be retained for a minimum of seven (7) years from the date this agreement is completed and accepted by the CRA.
- 6.3. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the CRA. The CRA reserves the right to audit such records upon notice to Contractor.

7. PUBLIC RECORDS.

- 7.1. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834- 6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall 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 the

contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

8. INDEMINIFICATION.

Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the CRA, and City of Lakeland, its agents, employees and elected officials, from and against said claims arising out of the Contractor's acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions of anyone acting under the Contractor's direction, control, or on its behalf in connection with this Agreement.

9. JURISDICTION/VENUE/GOVERNING LAW.

The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

10. INDEPENDENT CONTRACTOR STATUS.

Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the CRA or City of Lakeland, Florida.

11. COMPLIANCE WITH LAWS.

Contractor shall comply with all applicable local, state, and federal ordinances, codes, laws, statutes, regulations, and standards in force during the term of this Agreement.

12. SEVERABILITY.

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

13. NOTICES.

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For Contractor: Hispanic Business Initiative Fund Inc. d/b/a Prospera
3201 E. Colonial Dr., Suite A-20
Orlando, FL 32803
Attn: Augusto Sanabria, President & CEO
Phone: (407) 428-5872

For CRA: Lakeland CRA
228 S. Massachusetts Ave
Lakeland, FL 33801
Attn: Valerie Ferrell, CRA Manager
Phone: (863) 834-6064

With a copy to: City of Lakeland
228 S. Massachusetts Ave
Lakeland, FL 33801
Attn: Palmer Davis, City Attorney

14. ASSIGNMENT.

Contractor may not assign its rights or delegate its duties under this Agreement without the CRA's express written consent, which shall not be unreasonably withheld.

15. WAIVER

The failure of either Party to insist upon the strict performance of any term or condition contained in this Agreement shall not be construed as a waiver of such Party's right to insist upon the strict performance of such term or condition in the future or any other obligation contained herein. No waiver shall be effective unless acknowledged in writing by the Party to be bound hereby.

[This Space Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**LAKELAND COMMUNITY
REDEVELOPMENT AGENCY**

CONTRACTOR

H. William Mutz, Chair

Augusto Sanabria, President & CEO

ATTEST:

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
[Name/Title of Attesting Witness]

APPROVED AS TO FORM AND CORRECTNESS:

Palmer C. Davis, City Attorney

EXHIBIT "A"

Scope of Services

The intention of this Agreement is to stimulate economic development and cultivate the growth of local, small businesses within the CRA's geographic boundaries. In furtherance of this intent, Contractor shall primarily provide the services described herein to residents and/or businesses located, or seeking to open or relocate, within the Midtown and Downtown CRA districts as identified in the map attached to this Exhibit. Contractor shall strategically direct marketing efforts and outreach to such businesses and residents within the identified boundaries.

A. Definitions.

- (i) "Counseling" means one-on-one business contact in the office and/or one-on-one contact at a prospect's place of business. If these sessions occur via telephone or virtually, they will be considered counseling for purposes only if the sessions exceed twenty (20) minutes.
- (ii) "Outreach" means the extension of Prospera services, by a Prospera representative in Lakeland with the purpose of soliciting potential clients. Outreach can include TV, radio, website, social media, and community events.
- (iii) "Seminars" mean an informational course designed to educate and enhance the business knowledge of the participants. Seminar topics may include but are not limited to the following topics:
 - Operations and Capacity
 - Business Plans
 - Financial Management
 - Access to Capital
 - Cash Flow Projections
 - Expanding Credit
 - Growth Strategy Analysis
 - Business Model Development
 - Reviewing Growth Plans and Pricing

B. Deliverables.

The milestone schedule for deliverables is more specifically defined in **Exhibit "B"**; however, generally, the following represents the minimum level of services expected to be provided by Prospera to residents and/or businesses located within the Midtown or Downtown CRA districts:

1. Provide four (4) technical assistance business counseling sessions each month during the Term of this Agreement to Lakeland residents or businesses. During these sessions, Prospera shall, at a minimum:
 - (i) provide information on services available by Prospera, and other area business assistance organizations; and

- (ii) evaluate all clientele for potential microloan financing through partnerships, which are not required in order to satisfy contractual obligations herein; and
 - (iii) provide referrals to other banking partners for other financing avenues that may be available to such businesses and residents.
- 2. Engage in at least one (1) outreach effort each month during the Term of this Agreement, which shall include Prospera visiting targeted small businesses to make such businesses aware of the Financial Wellness Assistance Program.
- 3. During the term of this agreement, Prospera shall conduct a minimum of two (2) business assistance seminars (virtual or in person) per quarter on such topics as business financing, pricing your product, budgeting, and business accounting during the Term. Prospera shall ensure a minimum of four (4) unrelated registrants are at each seminar to qualify under this requirement.
- 4. Appropriate Lakeland clients served by Prospera may be advised of training opportunities and encouraged to partake in available trainings, including requesting any client making lending inquiries that does not currently have a business plan to enroll or take the "Writing Your Business Plan" course.
- 5. In coordination with other local organizations (such as the Lakeland Chamber of Commerce), Prospera shall conduct Financial Wellness Assistance Program services at the Lakeland Chamber of Commerce office (Downtown CRA District) and/or at other locations within the Downtown and Midtown CRA districts as they become available. It is encouraged that Prospera and CRA continue to work toward offering the services in this Scope in areas of need that best serve the targeted businesses identified herein.

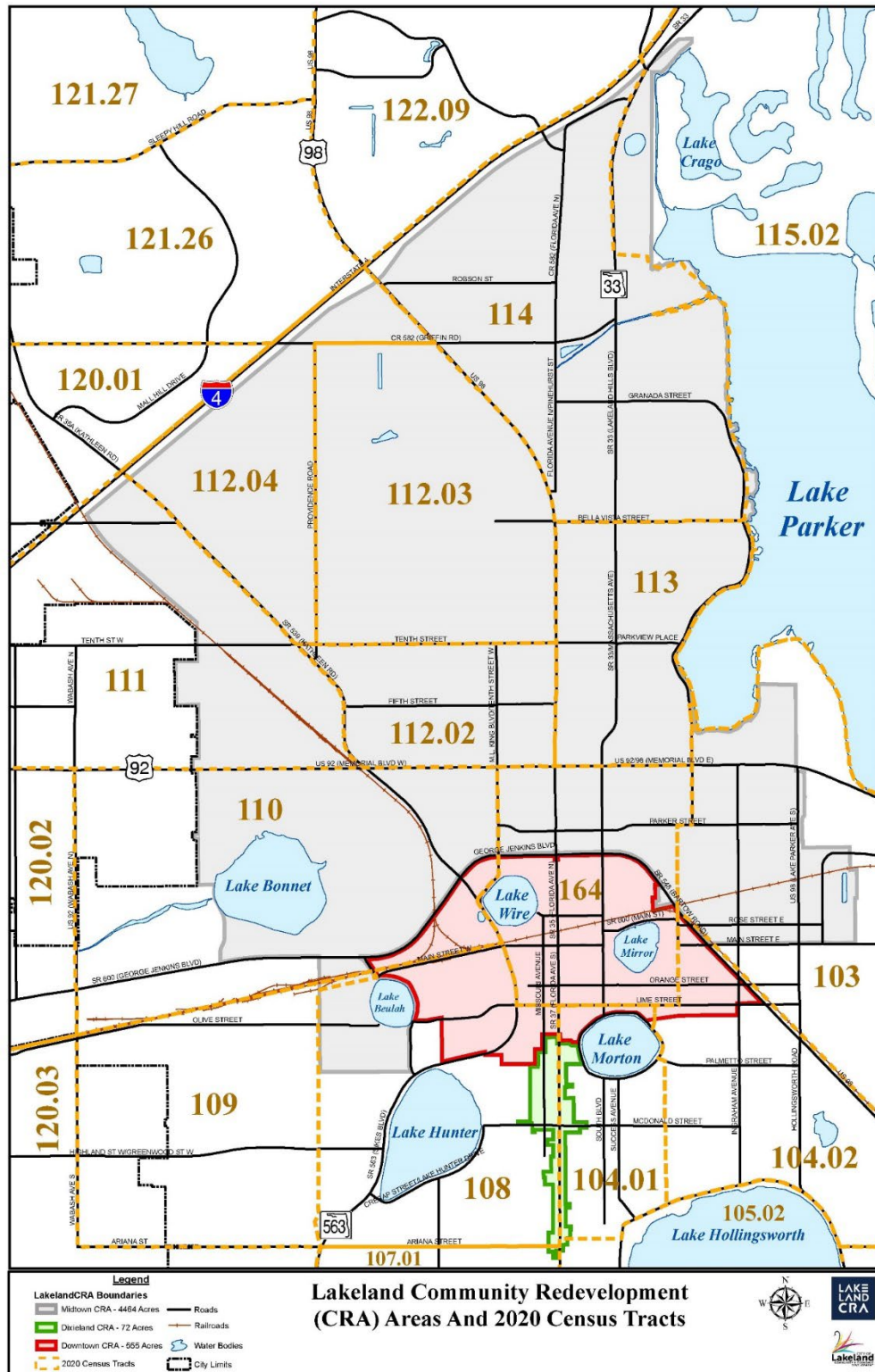


EXHIBIT "B"
Payment and Milestone Schedule

1. Upon execution of this Agreement, the CRA shall pay Prospera the total sum of **\$37,500.00** to commence its Financial Wellness Program as described herein.
2. Thereafter, in consideration of the satisfactory completion of the described milestones within each specified Reporting Period, the CRA shall pay Prospera the amounts consistent with the table below.
3. Payment for each Reporting Period is contingent upon:
 - a. Prospera timely submitting Reports and other documentation substantiating satisfactory completion of the number of services performed during the Reporting Period, and
 - b. Review and approval by the CRA of those submitted Reports.
4. The milestone deliverables listed for each row consist of the minimum count of each type of service, as described in **Exhibit "A"**, provided by Prospera to residents and/or businesses within the Midtown or Downtown CRA.
5. Upon completion of all deliverables and completion of the Term of this Agreement, the maximum total sum payable to Prospera is not to exceed **\$225,000.00**.

Reporting Period			Milestone Deliverables (Min.)			Payment Amount (Max. ¹)
Begin	End	# Days	Technical Assistance	Outreaches	Seminars	
April 17, 2023	June 16, 2023	60	8	2	1	\$12,500.00
June 17, 2023	August 16, 2023	60	8	2	2	\$12,500.00
August 17, 2023	October 16, 2023	60	8	2	2	\$12,500.00
October 17, 2023	January 2, 2024	77	10	2	1	\$18,750.00
January 3, 2024	April 2, 2024	90	12	3	2	\$18,750.00
April 3, 2024	July 2, 2024	90	12	3	2	\$18,750.00
July 3, 2024	October 1, 2024	90	12	3	2	\$18,750.00
October 2, 2024	December 31, 2024	90	12	3	2	\$18,750.00
January 1, 2025	April 1, 2025	90	12	3	2	\$18,750.00
April 2, 2025	July 1, 2025	90	12	3	2	\$18,750.00
July 2, 2025	September 30, 2025	90	12	3	2	\$18,750.00
Totals			118	29	20	\$187,500.00

¹ At the discretion of the CRA, the CRA shall proportionally reduce the compensation to Contractor on a percentage basis for any unfulfilled milestone(s) for each Reporting Period. The reduced amount may be added to the next payment if the Contractor completes the unfulfilled milestone(s) from the prior Reporting Period during the next Reporting Period.

EXHIBIT "C"
Example Form for Report

Reporting Period: [DATES]

Reporting Period Overview			
Services Provided:	Totals	# Downtown CRA	# Midtown CRA
Technical Assistance Counseling			
Outreach Efforts			
Business Assistance Seminars			

Technical Assistance Clients:

#	Name of Business/Resident	Location of Counseling (or phone/virtual)

Outreach Efforts:

#	Description of Outreach Effort	Location and # of Attendees (if applicable)

Business Assistance Seminars:

#	Type of Seminar	Location and # of Attendees