

FUNDING AND PROGRAM AGREEMENT

BETWEEN
CITY OF LABELLE
AND
LABELLE DOWNTOWN REVITALIZATION CORPORATION
FISCAL YEAR 2026

INTRODUCTION

THIS FUNDING AND PROGRAM AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2026,
by and between the CITY OF LABELLE, Florida, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and LABELLE DOWNTOWN REVITALIZATION CORPORATION, INC., a Florida not-for-profit corporation and 501(c)(3) organization (“Corporation”).

WITNESSETH

WHEREAS, the City desires to stimulate economic development, enhance property values, support small businesses, and promote downtown revitalization within the City of LaBelle; and

WHEREAS, the Corporation is organized for the purpose of promoting and implementing a downtown revitalization program utilizing the Florida Main Street Four-Point Approach; and

WHEREAS, the City has budgeted funds to support the administration and implementation of a Downtown Revitalization Program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TERM

The Term of this Agreement shall commence on October 1, 2025 and shall expire on September 30, 2026, unless terminated earlier in accordance with this Agreement.

2. SCOPE OF SERVICES

The Corporation shall operate and administer a Downtown Revitalization Program within the designated Downtown LaBelle District.

The Corporation shall:

- Employ or contract with a qualified Executive Director or Program Manager.
- Maintain active Board and Four-Point Committees (Organization, Design, Promotion, Economic Vitality).
- Conduct promotional events and marketing efforts.
- Provide business assistance and support initiatives.
- Coordinate beautification and design improvements with the City.
- Develop and submit an Annual Work Plan within ninety (90) days.

3. CITY FUNDING

The City shall provide funding to the Corporation in an amount not to exceed \$_____ for Fiscal Year 2026.

Funds shall be used solely for program administration, marketing, events, business assistance, and approved downtown revitalization initiatives.

Unused funds shall be returned within thirty (30) days of expiration or termination.

4. REPORTING REQUIREMENTS

The Corporation shall provide reporting in the following two categories:

A. Monthly Financial Reports

- Submitted no later than the 15th of the following month.
- Include a detailed budget vs. actual expenditure report.
- Include documentation of City funds expended.
- Include matching funds documentation, if applicable.

B. Quarterly Activity Reports

- Submitted within fifteen (15) days after the end of each fiscal quarter.
- Summarize program activities, events, and promotions conducted.
- Include committee meetings, attendance, and accomplishments.

- Include business assistance activities and economic impact updates.
- Provide summary of volunteer hours and partnerships.

5. AUDIT AND RECORDS

The Corporation shall maintain financial records in accordance with generally accepted accounting principles and retain records for five (5) years. The City may inspect or audit records upon reasonable notice.

6. INSURANCE

The Corporation shall maintain:

- Commercial General Liability Insurance of at least \$1,000,000 per occurrence.
- Workers' Compensation Insurance as required by Florida law.
- Directors and Officers Liability Insurance.

The City shall be named as an Additional Insured on General Liability policies.

7. INDEMNIFICATION

The Corporation shall indemnify and hold harmless the City, its elected officials, officers, and employees from any claims arising from performance of this Agreement, except to the extent caused by City negligence.

8. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice. Upon termination, unused funds shall be returned and a final report submitted within ninety (90) days.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Hendry County, Florida.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF LABELLE, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

LABELLE DOWNTOWN REVITALIZATION CORPORATION, INC.

By: _____

Name: _____

Title: _____

Date: _____