



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1275, **Version:** 1

Interoffice Memorandum

DATE: September 9, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Byron W. Brooks, AICP, County Administrator

CONTACT: Cindy Rios, Sr. Executive Assistant, County Administrator's Office

PHONE: (407) 836-7383

DIVISION: N/A

ACTION REQUESTED:

Approval and execution of Funding Agreement for Pulse Memorial between Orange County, Florida and City of Orlando, Florida.

PROJECT: N/A

PURPOSE: On June 3, 2025, the City of Orlando presented their vision for a Pulse Memorial to the Board and requested the Board's support for their funding of the design and construction (Project Costs) of the memorial. The Board approved the City's request and agreed to contribute \$5,000,000 over three years from the general fund towards the Project Costs.

Staff has worked with the City to negotiate the terms of a Funding Agreement for the Pulse Memorial. The final terms of that agreement include the payment of the County's contribution in three installments, beginning on November 1, 2025, and ending on November 1, 2027, which will be applied towards the Project Costs of the memorial; the City is responsible for covering any other costs. The City estimates the total Project Costs to be \$12,000,000; however, if the Project Costs are ultimately less than that number, the City shall refund 1/3 of any cost savings to the County within 30 days of the final project close-out.

Additionally, the City is responsible for commencing with design by October 1, 2025, construction by October 1, 2026, and completion of construction by December 31, 2027. The City is also responsible for ongoing operation, maintenance, and repairs of the Pulse Memorial; for inviting the County to periodic progress meetings, and providing written progress reports to the County upon request. Upon

completion of construction, the City shall ensure that a plaque recognizing the Board's contribution will be prominently displayed on the Pulse Memorial. Lastly, the agreement contains the County's standard audit provisions allowing either the County or the Comptroller to audit the City's records relating to Project Costs and the use of the County's contribution.

BUDGET: N/A

**FUNDING AGREEMENT
FOR
PULSE MEMORIAL
BETWEEN
ORANGE COUNTY, FLORIDA
AND
CITY OF ORLANDO, FLORIDA**

THIS FUNDING AGREEMENT FOR PULSE MEMORIAL (**Agreement**) is made and entered by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (**County**), and the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida (**City**, and together with the County, the "**Parties**").

WHEREAS, on June 12, 2016, our community was forever impacted after 49 angels were taken and dozens of others were injured in a mass shooting during Latin Night at Pulse Nightclub located just south of downtown Orlando; and

WHEREAS, in the immediate aftermath of the tragedy, the County and City partnered to meet the needs of the victims and their families by establishing the Family Assistance Center, then transitioning to the Orlando United Assistance Center at the County's facility on Michigan Street; and

WHEREAS, on October 27, 2023, the City purchased the site of the Pulse Nightclub in order to construct a permanent memorial honoring the 49 victims (**Pulse Memorial**); and

WHEREAS, in July of 2024, the City established the Pulse Memorial Advisory Committee, with the goal of using a collaborative approach to the development of the Pulse Memorial to reflect the collective vision of the victims' families, survivors, and the broader Orlando community; and

WHEREAS, following a series of public meetings, outreach to survivors and victims' families, and consultation with design professionals to ensure that the Pulse Memorial honors the victims, survivors, and all those impacted by the tragedy, the conceptual design of the Pulse Memorial attached hereto as **Exhibit A** was created (**Conceptual Design**); and

WHEREAS, on July 14, 2025, the City entered in a contract to purchase property located adjacent to the Pulse Nightclub site for inclusion in the Pulse Memorial, and approved the selection of a design-build firm to design and construct the Pulse Memorial based on the Conceptual Design; and

City Council Meeting: 9-8-2025
Item: 3.b.14 Documentary: 2509083614

WHEREAS, the estimated cost to design and construct the Pulse Memorial based on the Conceptual Design is Twelve Million Dollars (\$12,000,000.00) (**Project Costs**), with an additional cost of Three Million Dollars (\$3,000,000.00) incurred by the City to acquire the Pulse site and adjacent property (**Site Acquisition Cost**); and

WHEREAS, on June 3, 2025, the Board of County Commissioners of the County (**Board**) authorized a funding contribution in the amount of Five Million Dollars (\$5,000,000.00) to be applied to the Project Costs (**County Contribution**); and

WHEREAS, the balance of the actual Project Costs after applying the County Contribution shall be the responsibility of the City; and

WHEREAS, the County and City have determined that it is in the best interest of the community to partner in funding the Pulse Memorial as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein, by reference.

2. **County's Funding Obligation.** The County will contribute to City a portion of the Project Costs of the Pulse Memorial in the sum of Five Million Dollars (\$5,000,000.00). Such County Contribution shall be payable in three annual installments according to the following payment schedule:

- Payment 1 in the amount of \$1,666,666.67 due on November 1, 2025.
- Payment 2 in the amount of \$1,666,666.67 due on November 1, 2026.
- Payment 3 in the amount of \$1,666,666.66 due on November 1, 2027.

3. **City's Obligations.** The City will:

A. Use the County Contribution to pay for a portion of the Project Costs for the Pulse Memorial.

B. Fund the balance of the estimated \$12,000,000.00 Project Costs and shall be responsible for all cost overruns. If the actual Project Cost is less than \$12,000,000.00 (**Cost Savings**), the City will refund to the County one-third (1/3) of the Cost Savings (**County Refund**). Such County Refund, if any, will be paid to the County within thirty (30) days of the final close-out of the project. Regardless of whether a County Refund is owed, the City shall provide the County with a final accounting of the Project Costs within thirty (30) days of the final close-out of the Pulse Memorial.

C. Close on the City's purchase of the property located adjacent to the Pulse Nightclub.

D. Be responsible for the design and construction of the Pulse Memorial and enter into a contract with the approved design/build firm to design and construct the Pulse Memorial,

which contract will include all standard City clauses for a project of this type, including, but not limited to insurance, indemnification, payments/draw requests/lien waivers, schedules, change orders, substantial completion/punch list items, books and records, audit, etc.

E. Diligently commence and complete the Pulse Memorial in a financially responsible and commercially reasonable manner, with design commencing on or before October 1, 2025, construction commencing on or before October 1, 2026, and completion of construction on or before December 31, 2027.

F. At the County's request, the City will provide written periodic progress reports to the County, and will invite the County to periodic progress meetings.

G. Be responsible for the on-going operation, maintenance, and repair of the Pulse Memorial.

H. Comply with all federal, state, and local laws, ordinances, rules and regulations relating to the design, construction, funding, operation, and maintenance of the Pulse Memorial.

I. Upon completion of the construction of the Pulse Memorial, install a plaque which shall be prominently displayed on the Pulse Memorial acknowledging the names of the Orange County Mayor and Board of County Commissioners and their contribution to the construction of the Pulse Memorial.

4. **Limitations on County's Funding Obligation.** Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees, or assessments whatsoever. The County's funding obligation under this Agreement is limited to providing the County Contribution and the County shall not be liable for any construction cost overruns, operating subsidies, or any ongoing costs of maintaining, repairing, and operating the Pulse Memorial. The County Contribution will not be used by the City for any other purpose than as set forth herein.

5. **Books and Records.** The City will keep and maintain all information, materials and data, including, but not limited to, books, records, papers, documents, recordings, contracts, purchase orders, invoices, notes, diaries, reports, receipts, vouchers, memoranda, hard copy and/or computer readable data, time sheets, payroll registers, cancelled checks, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.), original estimates, estimating worksheets, correspondence, change order files (Books and Records), according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the City in connection with the Project Costs. Said Books and Records shall be retained by the City for the duration of construction and for three (3) years after final completion of the Pulse Memorial (**Audit Period**). This provision shall survive termination of this Agreement.

6. **Audit.** For the duration of the Audit Period, the County and/or the Orange County Comptroller shall have the right, during normal business hours with reasonable, prior written notice to the City, to audit the City's Books and Records related to the Project Costs for compliance with the terms, conditions, obligations, limitations, and requirements of this Agreement and the use of the County Contribution for the Pulse Memorial. This provision shall survive termination of this Agreement.

7. **Effective Date; Amendment or Termination.** This Agreement shall become effective upon execution by the last of Parties hereto (**Effective Date**). This Agreement may be amended or modified at any time during the term of this Agreement by the mutual written agreement of both Parties. This Agreement shall terminate on the date when final completion of the Pulse Memorial is achieved, and all Project Costs are paid in full.

8. **Indemnification.** To the fullest extent permitted by law, each Party to this Agreement shall be solely responsible for all claims, damages, liability, suits, actions, and expenses, including reasonable attorney's fees and costs at trial and on appeal, arising out of any of its negligent acts, errors, or omissions in connection with this Agreement or any negligent acts, errors, or omissions of anyone acting under its direction or control, and, accordingly, each Party shall defend, indemnify, and hold harmless, the other Party, their employees, agents, and elected and appointed officials, from and against any and all such claims, damages, liability, etc. arising out of any of its negligent acts, errors, or omissions in connection with this Agreement to the extent and only to the extent of the limits set forth in §768.28(5), F.S. Further, except as specifically provided herein, the Parties do not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to this Agreement that no officer or employee may be held personally liable except as provided by §768.28(9), F.S.. The provisions of this Section will survive the termination of this Agreement.

9. **Notice.** Any notice required or allowed to be delivered by this Agreement shall be in writing and be deemed to be delivered when (1) hand-delivered to the person hereinafter designated, or (2) upon receipt requested, addressed to a party at the addresses set forth opposite the party's name below or at such other addresses as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

COUNTY: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

with a copy to: Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32801

COMPTROLLER: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, FL 32801

CITY: Chief Financial Officer
City of Orlando
City Hall, 4th floor
400 S. Orange Avenue
Orlando, Florida 32801

with a copy to: City Attorney
City of Orlando
City Hall, 3rd Floor
400 S. Orange Avenue
Orlando, Florida 32801

10. **Validity/Severability.** The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. If any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement. To that extent, this Agreement is deemed severable.

11. **Headings.** The headings of the sections or subsections of this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or modify the provisions contained in such sections or subsections.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the funding of the Pulse Memorial and any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. Except as specifically referenced herein, no other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

13. **Default by the City.**

A. The occurrence of any of the following constitutes a "City Event of Default":

(i) Failure to complete construction of the Pulse Memorial within five (5) years from the Effective Date of this Agreement;

(ii) City's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this Section for a period of more than thirty (30) days after its receipt of a notice of default; provided, however that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then City shall have a reasonable period of time to cure such default provided that such cure is diligently undertaken and pursued by the City.

B. In the event of a City Event of Default, the County may exercise any and all remedies available at law and in equity against the City.

14. **Default by the County.**

A. The occurrence of any of the following constitutes a "County Event of Default":

(i) The County's failure to fund the County Contribution in accordance with the terms of this Agreement;

(ii) County's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this Section for a period of more than thirty (30) days after its receipt of a notice of default; provided, however that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then County shall have a reasonable period

of time to cure such default provided that such cure is diligently undertaken and pursued by the County.

B. In the event of a County Event of Default, the City may exercise any and all remedies available at law and in equity against the County.

15. **No Assignment.** Neither Party may assign its rights hereunder, without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Agreement.

16. **No Waiver.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

17. **Governing Law; Venue.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

18. **Counterparts.** This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

19. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of either the City's or the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

20. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the County and the City and no right or cause of action shall accrue to or for the benefit of any third party.

21. **Attorneys' Fees.** If any action or proceeding is commenced by either Party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, each Party shall be responsible for its own attorneys' fees and expenses. The provisions of this Section will survive the termination of this Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the County has executed this Funding Agreement for Pulse Memorial as of the date below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

for Jerry L. Demings
Orange County Mayor

Date: 9-30-25, 2025.

Attest:

Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____

for Jennifer Lane Kravetz
County Comptroller/Deputy Clerk

IN WITNESS WHEREOF, the City has executed this Funding Agreement for Pulse Memorial as of the date below.

CITY OF ORLANDO

By:


Buddy Dyer, Mayor

Date: 9/8, 2025.

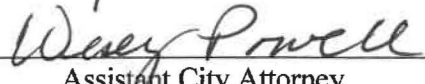
Attest:

By:


Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

September 8, 2025.


Assistant City Attorney
Orlando, Florida

City Council Meeting: 9-8-2025

Item: 3.b.14 Documentary: 2509083b14

EXHIBIT A

PULSE MEMORIAL CONCEPTUAL DESIGN

