

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”), dated _____, 2022 is entered into between The Greater Estero Virtual Information Center, Inc (“**The Center**”), and The Village Council of the Village of Estero, Florida (“**The Council**”). The Center and the Council are sometimes referred to individually as a “**Party**” and collectively as “**Parties**”.

RECITALS

A. Whereas, The Greater Estero Virtual Information Center, Inc. is a Florida Not-for-Profit Corporation governed by Chapter 617 of the Florida Statutes and that certain Articles of Incorporation dated _____ (the “Articles”).

B. Whereas, The Village of Estero, Florida, (“Estero”) is a local Florida municipality administrated by the Village Council.

C. Whereas, The Center desires to provide a digital platform to cultivate Estero’s prosperity and quality of life through its member businesses and fulfill other purposes in furtherance of the greater good of Estero as more fully articulated in the Article.

D. Whereas, in furtherance of its stated purposes The Center has sought support from The Council in the form of a Challenge Grant.

E. Whereas, The Council has required certain acts and assurances from The Center as a condition of The Council’s support.

F. Whereas, The Center has provided The Council with a Business Plan with financial information including budgets and revenue projections. and

G. Whereas, the Parties desire to memorialize their understanding of their commitment.

UNDERSTANDING

1. The Center acknowledges that approval of the Challenge Grant is contingent upon The Center meeting the following conditions:

- a. Secure funding commitments from private sources.
- b. Register as a 501(c)3 organization.
- c. Provide The Council a funding reimbursement plan regarding Challenge Grant funds.
- d. Provide The Council an organizational chart of The Center.
- e. Provide The Council with links to websites of cities of similar size to Estero.

2. The Council will match funding received from private sources up to \$125, 000.00. The Center acknowledges that this will be a one-time funding commitment from The Council.

3. Once operational, The Center shall before the following functions:
 - a. Report its status and progress to The Council semi-annually. Such reports shall include a financial report.
 - b. Maintain, via links on its website, information related to the events, amenities, attractions, and so forth of neighborhoods in the Estero area. Notwithstanding the foregoing, though G-Mapping is the technology currently used for the delivery and display of such information, due to the unforeseeable nature of technology, The Center shall retain the authority to choose, change, or alter, in its sole discretion, the information provided and means of delivery/display of same.
 - c. The Center will not engage in any activity, nor publish any information, in favor of or opposition to a political candidate, or party.

The Greater Estero Virtual Information Center, Inc.

By: Barry Freedman, Director

By: Terry Flanagan, Director

By: George Zalucki, Director

The Village Council of the Village of Estero,
Florida.

By: Katy Errington, Mayor