

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JACKSONVILLE BEACH ELEMENTARY PRESERVATION FUND, INC.
FOR
FUNDING TO PROVIDE IMPROVEMENTS TO THE RHODA L. MARTIN
CULTURAL HERITAGE CENTER**

THIS AGREEMENT, is entered into this ____ day of _____, 2019 (the “Effective Date”), between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida, with principal offices at 117 West Duval Street, Jacksonville, Florida 32202 (the “CITY”) and JACKSONVILLE BEACH ELEMENTARY PRESERVATION FUND, INC., a Florida not-for-profit corporation with principal offices at 376 4th Street South, Jacksonville Beach, Florida 32250 (the “RECIPIENT”), for funding assistance to provide improvements to the Rhoda L. Martin Cultural Heritage Center (the “Project”).

WITNESSETH:

WHEREAS, Ordinance 2019-__-E (the “Appropriation Ordinance”) has appropriated funding, in the amount of \$6,449.39 for the Project more particularly described in this Agreement; and

WHEREAS, the Project is a privately-owned museum that is free and open-to-the-public but does not meet the public property and city property use requirements of Ordinance 2015-631-E, which has been waived by the Appropriation Ordinance; and

WHEREAS, it is in the parties’ best interest to enter into this Agreement specifying each party’s rights, duties and obligations with respect to the Project; now therefore

IN CONSIDERATION for good and sufficient consideration, the parties agree that:

1. **Incorporation of Recitals.** The above stated recitals are true and, by this reference, are incorporated into this Agreement.

2. **Description of Project.** The Project includes providing City Council District Thirteen funding to assist in the Project to be located at The Rhoda L. Martin Cultural Heritage Center (the “Premises”). The Project funding assistance contemplated by this Agreement is more particularly described in **Exhibit “A”**.

3. **Term.** This Agreement shall become effective on the Effective Date. The procurement and installation of the reconstruction and its materials and equipment as described in Exhibit "A" shall be completed by the RECIPIENT no later than September 30, 2020.

4. **Assistance with Funding the Project.** The CITY shall provide funding in a total amount not to exceed \$6,449.39 to the RECIPIENT for the Project. The RECIPIENT shall spend the CITY funding only on the Project and for no other matters. The CITY funding must be the last funds spent by the RECIPIENT after all other funds, from whatsoever sources, are spent and exhausted. Expenditure of the funds on any other matter than the Project or in any other manner than expressed in this Agreement is a material breach this Agreement and shall require RECIPIENT to return the CITY funds to the CITY.

5. **RECIPIENT Compliance.** The RECIPIENT shall comply with all applicable bond covenants/restrictions, federal, state, and local laws, rules, regulations, ordinances in its performance of the Project.

6. **Payment on Draw or Reimbursement Basis.** The CITY funds shall be disbursed on a "draw for work done" basis or on a "cost for reimbursement" basis. Payments will be made within 30 days of the RECIPIENT's submission to the CITY of documentation, including bills, invoices and other documents, satisfactory to the CITY's General Accounting Division, to justifying withdrawal or reimbursement payment to the RECIPIENT. A further condition precedent for payment by the CITY shall be a visual inspection, by a CITY representative that the Project is the same as described in Exhibit "A", as represented by RECIPIENT.

7. **CITY Representative.** The CITY's Parks, Recreation, and Community Services Department ("Parks Department") shall be responsible for overseeing, administering and implementing this Agreement. The CITY shall by subsequent written notice advise the RECIPIENT of the contact person in the Parks Department.

8. **Accounting/Report.** The RECIPIENT shall provide the Parks Department with a full accounting of the Project and expenditures. The accounting shall be in a form approved by the Parks Department and shall include, but not be limited to, copies of all invoices and checks. The accounting shall be submitted within 30 days after the Effective Date and shall continue at 30 day intervals until the CITY funds are spent in their entirety or the Project is completed, whichever occurs first. The CITY's Council Auditor shall have the right to audit RECIPIENT's books and records in connection with RECIPIENT's receipt and expenditure of the CITY funds.

9. **Returned Unspent CITY Funds.** Any unspent CITY funds in the possession of the RECIPIENT upon completion of the Project shall be immediately returned to the CITY. Any funds, that are unspent, and which are still being held by the CITY upon the completion of the Project or on September 30, 2020, whichever comes first, shall lapse and return to the proper accounts.

10. **Maximum Indebtedness.** The CITY is indebted under this Agreement to the

maximum amount of \$6,449.39.

11. **Indemnification.** See Exhibit “B”.

12. **Insurance.** See Exhibit “C”.

13. **RECIPIENT Responsibilities.** The RECIPIENT is solely responsible for all maintenance and repairs to the Project at no additional cost to the CITY including, but not limited maintaining and shall keep the Project in good repair.

14. **Right of Entry.** The CITY, at reasonable times, has the right to enter the Premises for the purposes of viewing the Premises and verifying compliance by the RECIPIENT with its obligations under this Agreement.

15. **RECIPIENT Default.** If the RECIPIENT fails to perform or observe any requirement of this Agreement or violate any provision of this Agreement and the default continues for a period of three days after written notice of the breach is given by the CITY to the RECIPIENT, then the CITY may, immediately, or at any time thereafter, and without further notice or demand, terminate this Agreement without prejudice to any remedy which might otherwise be used by the CITY to recover for any breach of the RECIPIENT’s obligations. If this Agreement is terminated as a result of the RECIPIENT’s breach of Section 4 of this Agreement, then the RECIPIENT shall return all CITY funds not spent on the Project within 15 days after notice and request for refund by the CITY.

16. **Taxes.** The RECIPIENT shall pay all real estate taxes and other taxes on the Project.

17. **Notices.** All notices required under this Agreement shall be by certified mail return receipt requested to:

As to the CITY:
Parks, Recreation, and Community
Services Department
214 North Hogan Street, 4th Floor
Jacksonville, FL 32202

As to the RECIPIENT:
Lilly Sullivan, President
376 4th Street South
Jacksonville Beach, FL 32250

18. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement at any time without cause, upon giving three days advance written notice to the RECIPIENT. If this Agreement is terminated for convenience, the RECIPIENT shall return all unspent CITY funds, provided to RECIPIENT under this Agreement.

19. **Actions of Mayor and Corporation Secretary.** The Mayor and Corporation Secretary shall have the authority to terminate this Agreement under any circumstances in which the CITY has a legal right to terminate this Agreement under the provisions of this Agreement.

20. General Provisions, Terms and Conditions.

20.01 *Non-Waiver.* The waiver by either party of any breach or performance of the duties and obligations of this Agreement by the other party shall not be construed as a waiver of any subsequent breach or strict performance of the duties and obligations of the other party under this Agreement.

20.02. *Construction of Agreement Terms.* Doubtful or ambiguous provisions, if any, contained in this Agreement, shall not be construed more strictly against one party than the other because of who physically prepared this Agreement.

20.03. *Survival of Provisions.* The provisions of Sections 8, 11 and 13, shall survive the termination of this Agreement, whether this Agreement terminates naturally by the passage of time or is earlier terminated as provided by this Agreement.

20.04. *Severability.* If any section, paragraph, sentence or other part of this Agreement is unenforceable or unlawful then that section, paragraph, sentence or other part shall be severed from this Agreement and shall not affect other terms and conditions this Agreement, provided the purposes of this Agreement remain unaffected.

20.05. *Section/Paragraph Headings.* All section and paragraph headings in this Agreement are provided for convenience only and shall not be used in the interpretation or construction of the Agreement.

20.06. *Entire Agreement.* This Agreement represents the entire agreement between the parties concerning the receipt and expenditures of the CITY funds. No agreement, statement, representation, course of action or course of conduct by either of the parties or by their authorized representatives shall be binding if it is not in writing and contained in this Agreement. This Agreement may be amended by written instrument signed by the parties or their lawfully authorized representatives.

[Remainder of page is intentionally left blank. The Signature Page follows immediately.]

IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
as Corporation Secretary

By: _____
Lenny Curry as Mayor

JACKSONVILLE BEACH
ELEMENTARY PRESERVATION
FUND, INC.

By: _____
Signature

Type/Print Name: _____

Title: _____

In compliance with the *Ordinance Code* of the City of Jacksonville, I certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid under the Agreement.

As Director of Administration and Finance
City Contract # _____

Form Approved:

Office of General Counsel

**Exhibit A
The Project**

Created Date: 3/28/2019

DESCRIPTION: New HDU Sign

Bill To: JBEPF Inc
376 4th Street South
Jacksonville Beach Florid, FL 33333
US

Pickup At: FASTSIGNS
2141 St Johns Bluff Rd
Jacksonville, FL 32246
US

Requested By: Gary Sullivan
Email: Gasullivan757@gmail.com
Work Phone: (904) 517-7390
Tax ID: uploaded in files

Salesperson: Karl Zelenakas
Entered By: Karl Zelenakas

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	HDU	1	\$1,872.01	\$0.00	\$1,872.01
1.1	Signfoam (HDU 1.5" (15LB) - Part Qty: 1 Width: 48.00" Height: 36.00"				
1.2	DiBond 1/8" - Part Qty: 1 Width: 48.00" Height: 36.00" Sides: 1				
1.3	Post; wooden painted 4" x 4" x 8' - Part Qty: 2				
1.4	Install - - Service Type: 1 - Number of Crew: 1 - Custom: \$0.00 - Location Area: Beaches				
1.5	Finial, wooden - Part Qty: 2				

Subtotal:	\$1,872.01
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$1,872.01

Signature: _____ Date: _____



FLOOR COVERINGS
international

Street Address: 6900 Phillips Highway, Suite 10		Email j.brown@floorcoveringsinternational.com		
City, State ZIP Code: Jacksonville, FL 32216		Website www.jacksonvilleast.floorcoveringsinternational.com		
Bill To: L. Sullivan		Proposal #: 1593240.0		
Address:	376 4th South St	Date: April 25, 2019		
Invoice For:	Commercial Property			
Item #	Description	Subtotal	Price	Column1
1	Freight	\$ 47.66	\$ 47.66	
2	Labor: Sub floor prep	\$ 262.11	\$ 262.11	
3	Labor: Installation	\$ 1,059.04	\$ 1,059.04	
4	Material/Product Type: Vinyl Sheet "Chandler", Square feet (1,191.40)	\$ 1,864.80	\$ 1,864.80	
6	Labor: Demo, removal and haul away (existing floors)	\$ 262.11	\$ 262.11	
7	Labor: Trim & Transitions, removal and installation	\$ 371.66	\$ 371.66	
8	Furniture Move	\$ 428.90	\$ 428.90	
9	Adhesive	\$ 281.10	\$ 281.10	
		Invoice Subtotal	\$ 4,577.38	
		Sales Tax		
		Other		
Make all checks payable to Floor Coverings International Jacksonville East.		Deposit Received	\$ -	
50% deposit due at project authorization. Balance due at completion.		TOTAL	\$ 4,577.38	

Exhibit B
Indemnification
(To be provided by Risk Management)

Exhibit C
Insurance
(To be provided by Risk Management)