

**FUNDING AGREEMENT**  
(Skinner Historic Monument Marker Project)

**THIS FUNDING AGREEMENT** (this “Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between Ramon L. Day, Individually, and **CITY OF JACKSONVILLE**, a municipal and consolidated government (“City”).

**RECITALS**

**WHEREAS**, Ramon L. Day, Individually, has agreed to fund, in part, the creation and installation of a Historic Monument Marker as authorized by Ordinance 2023-317-E to honor Annie Eliza Skinner and Richard Green Skinner on the Public Right of Way located at the corner of Annie Eliza Road and R G Skinner Parkway in Council District 11, Jacksonville, Florida (the “Project”);

**WHEREAS**, the City has appropriated Three Thousand Seven Hundred Seventy Nine and 60/100 Dollars (\$3,779.60) to be used for funding, in part, of the Project; and

**WHEREAS**, Ramon L. Day, Individually, has agreed to pay Five Hundred and No/100 Dollars (\$500.00) to be used for funding, in part, the Project; and

**WHEREAS**, the financial contributions set forth herein constitute the parties’ entire participation in the Project.

**NOW THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. Recitals. The recitals above are true and correct and incorporated into this Agreement by this reference.
2. Term. The term of this Agreement is from the Effective Date through ninety (90) days after the Effective Date.
3. Maximum Indebtedness. The City’s maximum indebtedness for the Project shall not exceed \$3,779.60 (“the City Funds”). For avoidance of doubt, the City shall have no financial responsibility with respect to the Project under this Agreement or otherwise beyond the City Funds.
4. Payment. Ramon L. Day, Individually, agrees to pay the City Five Hundred and No/100 Dollars (\$500.00) (the “Initial Contribution”) within 30 days after City Council approval of the Ordinance 2023-317-E. Notwithstanding anything in this Agreement to the contrary, the City’s obligation to procure the Project is contingent upon Ramon L. Day, Individually, making the Initial Contribution.

5. Project Funding. After the Initial Contribution has been received by the City, the City shall procure the design, construction, and installation of the Project. The City's financial responsibility shall be limited to the lesser of i) the total cost of the Project less the Initial Contribution, or ii) the City Funds ("the City Cost").
6. Project Management. The City shall be responsible for procuring and overseeing the design, construction, and installation of the Project. Subject to the provisions in Section 5 that the Project has been fully funded, the City will ensure the Project is completed in all respects as determined by the City, and as verified by a final inspection report (and supporting documentation) satisfactory to the City certifying that (i) the Project has been constructed and installed in a good and workmanlike manner, (ii) the Project is in satisfactory condition, and (iii) the Project has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department.
7. Inspections. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Ramon L. Day, Individually, shall have no right to claim any loss or damage against the City, the City or any inspector arising from any alleged (x) negligence in or failure to perform such inspections, the progress or quality of construction.
8. No Warranty by City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by City regarding: (a) the accuracy or reasonableness of any Project budget; (b) the quality or condition of the Project; or (c) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project. Ramon L. Day, Individually, acknowledges that he has not relied and will not rely upon any experience, awareness or expertise of the City or any inspector, regarding the aforesaid matters.
9. Notices. Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt, or by a nationally recognized overnight courier. Notices shall be delivered to:

For City:                    Parks, Recreation and Community Services Department  
                                  214 N. Hogan Street, 4<sup>th</sup> Floor  
                                  Jacksonville FL 32202

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With a copy to:          Office of General Counsel  
                                  117 West Duval Street, Suite 480  
                                  Jacksonville, Florida 32202

For Ramon L. Day:      154 Forestview Lane  
                                  Ponte Vedra, Florida 32081

Notice shall be effective upon receipt or three (3) days after placement in U.S. Mail as provided for herein or one (1) business day following deposit with a nationally recognized courier, whichever occurs first.

10. Breach. In case of a breach of this Agreement by Ramon L. Day, Individually, will have thirty (30) days after notice from the City to cure the defect. If the defect is not timely cured, City may terminate this Agreement. In addition, City will have all of its remedies at law and in equity to enforce this Agreement or collect its damages arising from the breach by Ramon L. Day, Individually, of this Agreement.

11. Representations/Warranties. As a material inducement for City to enter into this Agreement, Ramon L. Day, Individually, warrants (and unless otherwise specified, the warranties shall remain true during the term of this Agreement) that:

- a. Ramon L. Day, Individually, has authority to enter into this Agreement and all documents contemplated by this Agreement and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on his behalf have authority to do so.
- b. This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Ramon L. Day, Individually, enforceable in accordance with its terms.
- c. The execution of this Agreement and all documents contemplated by this Agreement and the performance of the obligations of this Agreement and other contemplated documents will not result in a breach of or constitute a default under any agreement to which Ramon L. Day, Individually, is a party or require consent from any third party.

12. Miscellaneous.

- a. Assignment. Ramon L. Day, Individually, shall not assign any rights or duties under this Agreement to any other party without the prior written consent of City. If Ramon L. Day, Individually, attempts to assign any rights or duties without securing prior consent permission, this Agreement shall be void and Ramon L. Day, Individually, shall remit to the City all payments made pursuant to this Agreement within five (5) days from demand thereof.
- b. Applicable Laws. In its performance of this Agreement, Ramon L. Day, Individually, must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (hereinafter collectively referred to as the "Laws"), with respect to the services, as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida Statutes, (Florida Public Records Law) and Section 286.011, Florida Statutes, (Florida Sunshine Law).
- c. Time is of the Essence. Time is of the essence in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a

Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

- d. Waiver. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default, or any other default, or of related rights or remedies. If any provision of this Agreement is determined to be invalid, and the invalid provision is not a material part of this Agreement, in the opinion of City, the invalidity of the provision shall not impair the operation of or have any other effect on the remaining provisions of this Agreement.
- e. Counterparts. This Agreement represents the entire agreement between the parties with respect to its subject matter. No statement, understanding, writing, course of action, or course of conduct by the parties or their authorized representatives is binding unless contained in this Agreement. This Agreement may be amended only by written amendment signed by the authorized representatives of the parties. This Agreement may be executed electronically and in counterparts by the parties, and such electronically signed or counterpart copy when assembled together shall be deemed an original agreement.
- f. Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fourth Judicial Circuit in and for Duval County, Florida, the United States District Court for the Middle District of Florida or United States Bankruptcy Court for the Middle District of Florida, as appropriate.
- g. Applicable Laws. Ramon L. Day, Individually, shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include but are not limited to Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the applicable requirements for licenses and certifications necessary to perform this Agreement.

**[The remainder of this page has been left blank intentionally.]**

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement on the day and year first above written.

\_\_\_\_\_  
Ramon Day, Individually  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
**City of Jacksonville**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_