

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
WOMEN’S CENTER OF JACKSONVILLE, INC.**

THIS AGREEMENT by and between the **CITY OF JACKSONVILLE**, a municipal corporation whose address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 (“Jacksonville”), and **WOMEN’S CENTER OF JACKSONVILLE, INC.**, a Florida not for profit corporation whose address is 5644 Colcord Avenue, Jacksonville, Florida 32211 (“WCJ”), is made and entered into this the ____ day of _____, 2020.

WITNESSETH:

WHEREAS, the Women’s Center of Jacksonville, Inc. is a nonprofit Jacksonville-based organization offering education, support and advocacy to survivors of all genders and ages; and

WHEREAS, WCJ provides sexual assault survivors with forensic exams and on average assists approximately 300 sexual assault survivors each year; and

WHEREAS, WCJ is the only certified rape crisis center in Duval, Baker and Nassau Counties and also offers community education, counseling, referral assistance, rape prevention services and breast cancer education, support and advocacy at complimentary and affordable prices; and

WHEREAS, WCJ desires to promote a public service/information campaign targeted at combatting sexual assault and wishes to have the campaign correspond with the Spring Break schedules for high schools and colleges; and

WHEREAS, Jacksonville, pursuant to an appropriation in Ordinance 2020-111-E, desires to contribute \$10,000 to create the campaign and to distribute posters and informational packets to be placed at area restaurants, bars and hotels in Jacksonville Beach, Neptune Beach and Atlantic Beach; and

WHEREAS, Jacksonville believes that WCJ’s efforts to combat sexual assault and rape is an important public benefit that will prove beneficial to the health and welfare of citizens of Duval County; and

WHEREAS, it is in the mutual interests of Jacksonville and WCJ to work together to on such campaign; and

WHEREAS, Jacksonville and WCJ wish to enter into this Agreement in order to allow Jacksonville to assist WCJ in funding a portion of the campaign.

NOW, THEREFORE, for and in consideration of good and valuable consideration, including, but not limited to, the covenants, conditions, and terms hereof, the sufficiency and receipt of said good and valuable consideration being herewith acknowledged by the respective parties, Jacksonville and WCJ stipulate and agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct, and true, and are incorporated herein by this reference.

2. Term. The term of this Agreement is upon execution of the agreement, and shall have a term end date of September 30, 2020. WCJ is an independent contractor and not an employee or agent of the City in providing the services required by this Agreement, and is solely responsible for the means and manner of performance.

3. Representations, Warranties, Validity and Binding Effect. WCJ represents, warrants, and agrees as follows:

(a) WCJ is a non profit corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida with full legal right, power, and authority to conduct its operations substantially as presently conducted, and to execute, deliver, and perform its obligations under this Agreement.

(b) After a duly called meeting of its board of directors, at which a quorum was present and acting throughout, WCJ authorized the execution and delivery of this Agreement, and such corporate authorization remains in full force and effect and has not been revoked or modified in any respect whatsoever.

(c) This Agreement is a legal, valid, and binding obligation of WCJ, enforceable against WCJ in accordance with its covenants, conditions, and terms except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally.

(d) The execution and delivery of this Agreement and compliance with the covenants, conditions, and terms hereof will not conflict with or constitute a breach of or a default under the provisions of any applicable federal, state, or local law, ordinance, court judgment, decree, order, administrative regulation, or any agreement, indenture, or other instrument to which WCJ is a party.

(e) WCJ is not in breach of or in default under any applicable federal, state, or local law, ordinance, court judgment, decree, order, administrative regulation, or any agreement, indenture, or other instrument to which WCJ is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a breach or default, which breach or default would affect the validity or enforceability of this Agreement or would affect materially or adversely the financial condition, operation, or properties of WCJ to perform its obligations hereunder.

(f) There is no action, suit, proceeding, inquiry, or investigation, in equity or at law, before or by any court, governmental agency, public board, or body to which WCJ is a party pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax exempt status, powers, or the titles of its officers to their respective offices, (ii) contesting the validity or the power of WCJ to execute and deliver, or affecting the enforceability of, this Agreement, (iii) contesting or affecting the power of WCJ to consummate the transactions contemplated by this Agreement, or (iv) wherein an unfavorable court decision, ruling, or finding

would materially affect the financial position of WCJ.

4. Maximum Indebtedness.

(a) The maximum indebtedness of Jacksonville under this Agreement is TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), subject to the availability of lawfully appropriated funds.

(b) The funds provided to WCJ under this Agreement shall be used to cover expenses to create and distribute posters and other informational materials to be placed at area restaurants, bars and hotels in Jacksonville Beach, Neptune Beach and Atlantic. The funds shall be provided to WCJ upon a reimbursement basis upon the submission of invoices, receipts, checks or other documentation deemed adequate by the City to show expenses paid by WCJ up to a total of \$10,000. Of the total expended by WCJ, up to 15% of the funding may be used for labor costs associated with design and production of the informational materials and posters and any promotional activities associated with the public service campaign.

5. Force Majeure. If Jacksonville or WCJ shall be delayed in, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, or actions, war, riots, insurrection, the act, failure to act, or default of the other party, or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

6. Miscellaneous:

(a) Notices. Any and all notices which are permitted or required in this Agreement shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt. In the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Jacksonville: Daryl Joseph, Director
Parks, Recreation and Community Services Department
214 North Hogan Street, 4th Floor
Jacksonville, Florida 32202

If to WCJ: Teresa G. Miles
Women's Center of Jacksonville, Inc.
5644 Colcord Avenue
Jacksonville, Florida 32211

With a copy to:

Jim McCain, Esquire
Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

or such other address either party from time to time specifies in writing to the other.

(b) Legal Representation. Each respective party to this Agreement has been represented by counsel or has knowingly and willfully refused representation by counsel in the negotiation of this Agreement; accordingly, no provision of this Agreement shall be construed against a respective party due to the fact that it or its counsel drafted, dictated, or modified this Agreement or any covenant, condition, or term hereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Agreement.

(d) Severability of Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions, and terms of the Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions, or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions, and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation, or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation, or agreement of any member, officer, employee, or agent of Jacksonville or WCJ in his or her individual capacity, and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery hereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than Jacksonville and WCJ any right, remedy, or claim, equitable or legal, under and by reason of this Agreement or any provision hereof, all provisions, conditions, and terms hereof being intended to be and being for the exclusive and sole benefit of Jacksonville and WCJ.

(g) Survival of Representations and Warranties. The respective indemnifications, representations, and warranties of the parties to this Agreement shall survive the expiration or termination of the Agreement and remain in effect.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the ordinances of the City of Jacksonville. Wherever possible, each provision, condition, and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition, or term of this Agreement, or any documentation executed and delivered hereto, shall be prohibited by

or invalid under such applicable law, then such provision, condition, or term shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision, condition, or term or the remaining provisions, conditions, and terms of this Agreement or any documentation executed and delivered pursuant hereto.

(i) Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement, or the meaning of any provision, condition, or term hereof.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(k) Entire Agreement. This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement and not contained herein shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended, or modified except by written instrument signed by the respective parties hereto.

(l) Attorney's Fees and Costs. In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, after, or during trial, or upon any appellate level.

(m) Time. Time is of the essence of this Agreement. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(n) Waiver of Defaults. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

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

IN WITNESS WHEREOF, the respective parties hereto have hereunto executed this Agreement for the purposes expressed herein effective the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Form Approved:

By: _____
Assistant General Counsel

WITNESSES:

**WOMEN'S CENTER OF
JACKSONVILLE, INC.**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____