

FUNDING AGREEMENT
THE JACKSONVILLE HISTORICAL SOCIETY, INC.

The **City of Jacksonville**, a consolidated government under the laws of the state of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202, and **The Jacksonville Historical Society, Inc.**, a Florida not-for-profit corporation, whose principal address is 314 Palmetto Street, Jacksonville, Florida 32202, enter into this Funding Agreement on _____, 2020.

RECITALS

A. The Jacksonville Historical Society purchased the Florida Casket Company Building, constructed in 1924 and located at 314 Palmetto Street, in 2012 from the Florida Arthritis Foundation.

B. Around that time, the new Duval County Courthouse was opening and a number of files, old record books and related materials were going to be destroyed due to the relocation so the Jacksonville Historical Society stepped in and offered to take in these documents for storage.

C. Shortly thereafter, The Jacksonville Historical Society also agreed to store old photo negatives held by the Florida Times-Union, who could no longer store the negatives with their files when they relocated to the Wells Fargo Center.

D. In order to continue to house the court records and the photo negatives, along with other archive materials that The Jacksonville Historical Society maintains, major renovations are needed to the Florida Casket Company Building. Thus, the Jacksonville Historical Society is seeking to raise \$300,000 for these repairs.

E. Delores Barr Weaver has agreed to provide an initial grant of \$50,000 to be matched dollar for dollar with other funds received. The Jacksonville Historical Society will also seek a State grant under the Special Category Grant Application program or Small Matching Grant Application program, as applicable, for up to \$150,000.

F. The City is contributing \$35,000 total to assist in the match, and the Jacksonville Historical Society has raised close to \$25,000 to date.

As a result of the foregoing the City and the Jacksonville Historical Society agree as follows:

1. The recitals above are true and incorporated into this Agreement by this reference.
2. City Ordinance 2020-115-E has appropriated \$35,000.00 to The Jacksonville Historical Society to contribute toward renovation costs of the Florida Casket Company Building located at 314 Palmetto Street.

3. The term of this Agreement is upon execution of the agreement, and shall have a term end date of September 30, 2021. The Jacksonville Historical Society 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.
4. The appropriation made by Ordinance 2020-115-E, constitutes a city grant subject to the provisions of Parts 1 through 5, inclusive, Chapter 118, excluding §118.201(f)(7), Jacksonville Ordinance Code, as specified in the Ordinance. For purposes of Chapter 118 The Jacksonville Historical Society is a Recipient and the funds granted in the appropriation are City funds. The total **maximum indebtedness** of the City for this funding Agreement shall be a not-to-exceed amount of \$35,000.00.
5. Upon execution of the construction contract for the renovations as required in this Agreement and submission of the executed construction contract to the City as provided herein, the City shall advance payment of the \$35,000.00 to Recipient. Recipient shall submit all supporting documentation for any expenditures related to the renovations, which may include invoices, receipts, purchase orders or agreements, to substantiate payment for goods and services received and related to the renovations. Notwithstanding the actual cost to Recipient for the renovations the City's maximum expenditure is \$35,000.00. If the actual cost to Recipient for the renovations is less than \$300,000, Recipient shall refund to City any excess payments received by it from City for the renovations.
6. Pursuant to the terms of this Agreement the Jacksonville Historical Society accepts the funds appropriated for the purposes for which the funds were appropriated and for no other purposes. In addition to and not in substitution of the preceding limitation on the use of the funds, pursuant to the provisions of Chapter 118, Jacksonville Ordinance Code, the appropriated funds may not be used for the following purposes:
 - (a) Losses arising from uncollectible accounts and other claims, and related costs.
 - (b) Contributions to a contingency reserve or a similar provision for unforeseen events.
 - (c) Contributions and donations to other groups or organizations.
 - (d) Costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities, except for activities and expenditures relating to the Sister Cities Association Program or the Bob Hayes Invitational Track Meet, Inc.
 - (e) Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

- (f) The salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.
- (g) The salaries and other costs of the Legislature or similar local governmental bodies such as County commissioners, City councils and school boards, whether incurred for purposes of legislation or executive direction.
- (h) Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.
- (i) Non-cash Expenses as defined in Section 118.104, Jacksonville Ordinance Code.
- (j) Costs of any audits required under Chapter 118, Jacksonville Ordinance Code.

7. As required by section 118.201, Jacksonville Ordinance Code, the Jacksonville Historical Society:

- (a) Consents to abide by Ch. 119, Florida Statutes, and other applicable public records provisions, as they may be amended from time to time.
- (b) Agrees to return within 15 days of demand therefor the City funds appropriated to the Recipient in the current or prior fiscal years upon the City Council's, Council Auditor's, or Grant Monitor's finding that the terms of this Agreement or any other agreement executed by the Recipient with the City, the provisions of the appropriation, or the provisions of the applicable provisions of Chapter 118, Jacksonville Ordinance Code, have been violated.
- (c) Agrees to return to the City the funds expended for disallowed expenditures as determined by the City Council, Council Auditor, or Grant Monitor in accordance with Part 4 of Chapter 118, Jacksonville Ordinance Code.
- (d) Agrees:
 - (1) To maintain separate bank demand or time deposit accounts for each program and deposit the City funds received and no other funds in the accounts and make all disbursements of City funds from the accounts; or
 - (2) With the approval of the Council Auditor, to maintain a separate budgetary accounting system so that the receipt and disbursement of City funds can be accurately and adequately determined by reference to the books of accounts of the Recipient and a separate bank account need not be maintained.

(e) Consents to:

(1) Audits of the financial affairs of the Recipient by the Council Auditor's Office as the Council Auditor may require.

(2) Producing the documents required by the Council Auditor.

(3) Furnishing an annual report of receipts and expenditures of City funds in the form the Council Auditor prescribes. This report shall be certified as to its accuracy by the Financial Officer or Treasurer of the Recipient's organization. This report shall be on a fiscal year of October 1 through September 30 and shall be due on November 15 of each year.

(4) At least biannual administrative and programmatic reviews directed by the Department responsible for the administration of the Recipient's funding.

8. The Recipient agrees to perform the services for which the appropriation is made under the general coordination of the Grants Management and Compliance Office, City of Jacksonville. The City contact and address (for notices) is:

Damian Cook, Grants Administrator
Department of Intra-Governmental Services
214 North Hogan, Suite 807
Phone: (904) 255-8742
Fax: (904) 255-8256

The Recipient's notice information is as above-written in the preamble.

9. The Recipient shall not assign any rights or duties under this Agreement to any other party without the prior written permission of the City. If the Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and the Recipient shall remit to the City all payments made pursuant to this Agreement for the entire term of the Agreement within five days from demand.

10. Recipient including its employees, agents, shall hold harmless, indemnify, and defend the City, its directors, members, officials officers, employees, representatives, and agents against any claim, action, loss, damage, injury liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the Recipient's, its employees', agents performance or lack of performance under this Agreement. Should the City, as a result of

the Recipient's performance or lack thereof, be required to reimburse any sums to any Recipient, federal or state, contributing funds to this project, or should the City be required to expend City Funds to complete or correct performance of the Recipient under this Agreement, the Recipient will immediately refund and reimburse the City for all sums so expended. For the purpose of this indemnification, the term "City" shall mean the City of Jacksonville as a Florida municipal corporation and shall include its elected officials, its members, officers, employees, agents, and representatives. If required by the City's Office of risk Management, the Recipient shall provide proof of insurance in a manner and to the limits of coverage prescribed by that Office.

11. In case of a breach of this Agreement other than one that endangers the life or health of a person or otherwise will create imminent harm, in the opinion of City, Recipient will have 30 days' after notice from City to cure the defect. If the defect is not timely cured, 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 Recipient of this Agreement.
12. Pursuant to Section 126.306, Ordinance Code, the Recipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Recipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Recipient, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of the fee, commission, percentage, gift or consideration.
13. In its performance of this Agreement, the Recipient 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 those Laws exist and may be amended from time to time. If applicable the Laws include Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law).
14. The Recipient represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement for the Project. The Recipient agrees that, on written request, they will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the

nondiscrimination provisions of this Agreement for the Project; *provided however*, that the Recipient shall not be required to produce, for inspection, records covering periods of time more than 1 year prior to the day and year first above written. The Recipient agrees that, if any of the Services to be provided pursuant to this Agreement for the Project are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

15. Time is of the essence in the performance by any party of its obligations in this Agreement. If any date of significance in this Agreement falls upon a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday or state legal holiday. Saturdays, Sundays and state legal holidays are not business days for purposes of this Agreement.
16. The failure or delay by either party in asserting any of its rights or remedies as to any default of this Agreement is not a waiver of the default or any other default or of related rights or remedies. If any provision of this Agreement is invalid and the invalid provision is not a material part of this Agreement, in the opinion of the City, the invalidity of the provision shall not impair the operation of or have any other effect on the remaining provisions of this Agreement.
17. 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.

Agreed the day and year first above written.

The Jacksonville Historical Society, Inc.

By Pat Andrews
As President

Signature of City Follows

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation and political
subdivision of the State of Florida

By: _____

James R. McCain, Jr.
As Corporation Secretary

By: _____

Lenny Curry as Mayor

Date: _____

Date: _____