AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND

THE TRINITY BAPTIST CHURCH OF JACKSONVILLE, INC.

	THIS AGR	EE	MENT	the '	'Agreement") is made	and	entere	ed into as o	f the	d	ay of
			2021	(the	"Effective	Date")	by	and	between	the	CITY	OF
JAC]	KSONVILLE	, a c	consoli	dated	municipal an	d county	gove	ernme	nt under th	e law	s of the	State
of Flo	orida ("City")	and	THE '	TRIN	ITY BAPTI	ST CHU	J RC I	H OF	JACKSO	NVII	LLLE, I	NC.,
	rida not for p											
3222	("Trinity").		_						,		,	

WHEREAS, the Florida Department of Transportation ("FDOT") constructed interchange improvements at Interstate 10 and Hammond Boulevard (the "Improvements"); and

WHEREAS, in conjunction with the Improvements and with the support and assistance of FDOT, the City is planning, designing, engineering, and constructing a fence along a portion of Hammond Boulevard and Ramona Boulevard (the "Project") adjacent to the Improvements and in close proximity to Trinity's property; and

WHEREAS, Trinity will benefit from the Project and has agreed to help facilitate prompt completion of the Project by providing a financial contribution to the Project via payment to the City; now therefore

IN CONSIDERATION of the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, City and Trinity agree as follows:

- 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. City's Obligations. City agrees to construct the Project adjacent to the Improvements, as depicted in Exhibit A, and to expend the funds received from Trinity only for the Project. City shall have the sole authority and responsibility for the planning, design, engineering, and construction of the Project. City acknowledges that any costs necessary to complete the Project that exceed the amount provided by Trinity, as detailed in Section 3, shall be paid for by the City or FDOT pursuant to a separate agreement. Notwithstanding the above, if the Improvements are not completed by FDOT, then any obligations of the City under this Agreement shall be discharged without liability, except that any portion of the funding that is disbursed by Trinity but not used as set forth in this Agreement will be returned to Trinity.
- 3. Trinity's Obligations. Trinity agrees to provide funding for the Project in the amount of FIFTY THOUSAND AND 00/00 DOLLARS (\$50,000.00), which shall be paid to City as a lump sum on the Effective Date of this Agreement. This funding is not refundable unless it

is not actually expended on the Project. Following completion of the Project, City shall issue a revocable permit to Trinity allowing it to own, operate, and maintain the fence in perpetuity.

- 4. Term. The term of this Agreement shall commence on the Effective Date and shall continue through completion of the Project. City's performance and any related obligations to pay, if any, under the provisions of this Agreement are subject to appropriation by the City Council of the City of Jacksonville. Nothing in this Agreement shall be construed as providing Trinity or any third party with a cause of action against City for failure to obtain or make an appropriation for the Project.
- 5. Notices. All notices under this Agreement shall be in writing and shall be effective upon receipt or rejection if delivered by certified mail, return receipt requested, or by other recognized delivery service with receipt to the following:

As to City:

City of Jacksonville Department of Public Works 214 N. Hogan Street, 10 th Flacksonville, Florida 32202	oor
As to Trinity:	
The Trinity Baptist Church of 800 Hammond Boulevard Jacksonville, Florida 32221	of Jacksonville, Inc.

- 6. Authority. Trinity represents and warrants to City that Trinity has full right and authority to execute and perform its obligations under this Agreement, and that the person(s) signing this Agreement are duly authorized to execute this Agreement on Trinity's behalf without further consent or approval by anyone. Trinity shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.
- 7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Trinity acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- 8. Amendments. All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties to this Agreement.

- 9. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on City and Trinity with the same effect as if original signatures had been exchanged.
- 10. Limitations of Government Liability. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits which may have been adopted by the Florida Legislature in Florida Statute 768.28 or other statutes as amended from time to time, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

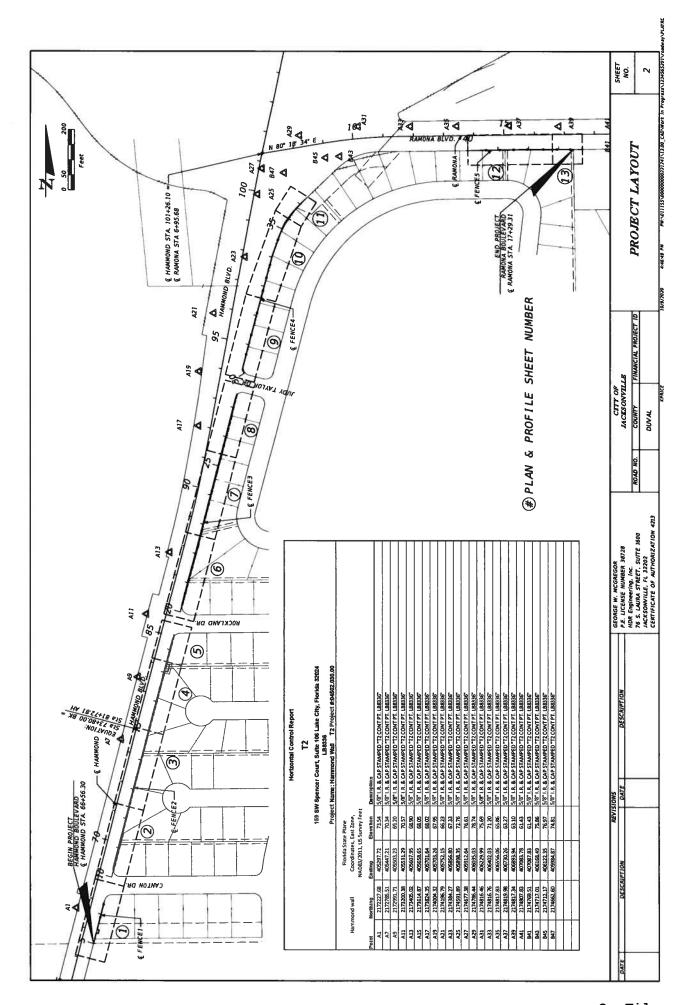
[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

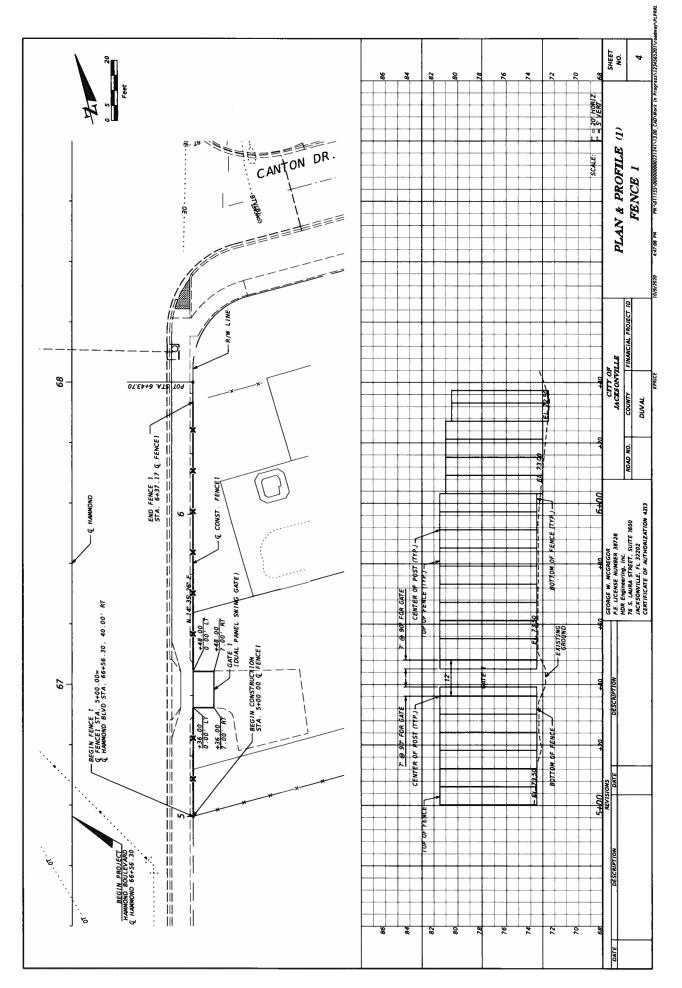
WITNESS:	TRINITY BAPTIST CHURCH OF JACKSONVILLE, INC.
	By:
(Printed Name of Witness)	(Printed Name of Signer
* 2	Title
ATTEST:	CITY OF JACKSONVILLE
By: James R. McCain, Jr. Corporation Secretary	By: Lenny Curry Mayor
Form Approved:	
Office of General Counsel	

Exhibit A

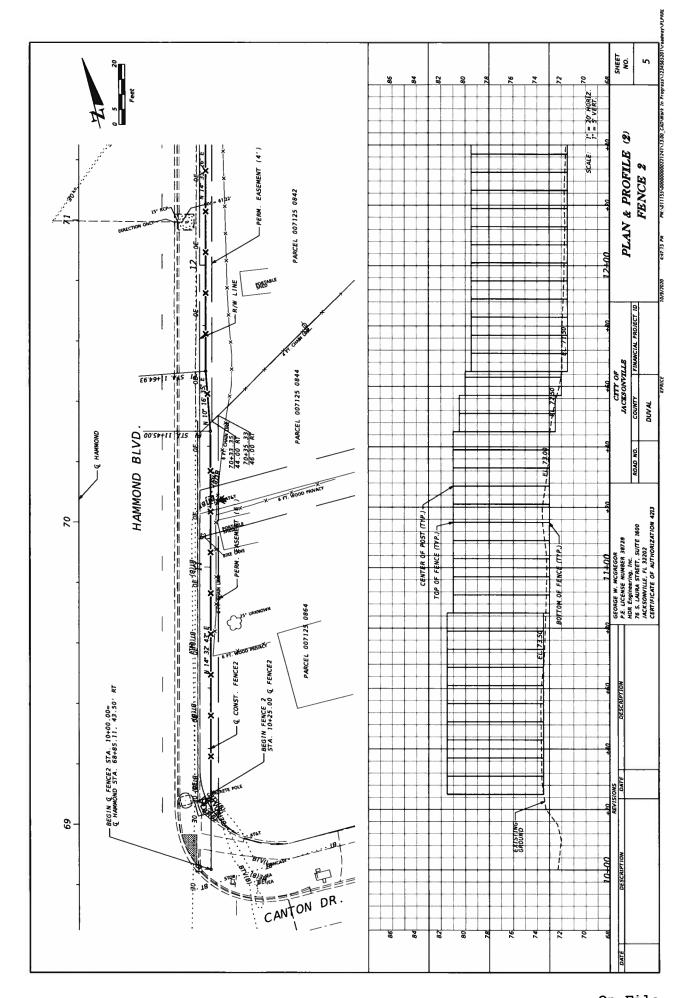
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		HAMMOND BLVD. / RAMONA BLVD. FENCE	HAMMOND BLYD, TO RAMONA BLYD, AT LIG DAPPOVEMENTS AT MARIETTA		DUVAL COUNTY, PLORIDA BID NO, CP-000-00	2	CATURE L'AUGUS		135						ANALOGO STATES		A TO THE PROPERTY OF THE PROPERTY PROPE	VERNITY MAP	LENNY CURRY JOHN PAPPAS, P.E.									×
		HAMMO		(BETTER	JACKSON VILLE			COMPONENTS OF CONTRACT PLANS SET		INDEX OF ROADWAY PLANS SHEET NO. SHEET DESCRIPTION	_		4 TO 16 PLAN AND PROFILES 17 FENCE DETAIL	18 SLIDING GATE DETAILS 19 TO 31 CROSS SECTIONS				1871		SHOP DRAWINGS TO	BE SUBMITTED TO: GEORGE W. MCGREGOR, PE	76 S. LAURA STREET, SUITE 1600 JACKSONVILLE, FL 32202	PLANS PREPARED BY: HDR ENGINEERING, INC.	76 S. LAURA STREET, SUITE 1600 JACKSONVILLE, FL 32202	(904) 598-8900 VENDOR NO. F-470-680-568-006		COJ PROJECT MANAGER: KELSEY COX
	CITY OF JACKSONVILLE NOTES GENERAL	All construction shall be preferred to econotiscus with the approved plans and costed, with all standard of by policies and practices. On approved to confident when the years will see these them the prevent and the after the prevent and the after the prevent and the after the prevent and the plans that the plans th	UTILITY WORK	Pan apparent breugh Deselloyment Barbose dees not teache villess. Proposed water, seems or deside controllor most be apparent supermany through the mapache willty company, in most cases, this will be:	and Victorian and American and	WORK WITHIN THE RIGHT-UF-WAY	carrent Right-droug bond on the will Development Burkens. Right-droug Formil applications are processed & the comment of the	momento, se estado por tentro de parte de constitucion de la constitución de la constituc	opposed to walk stills FOOT spirot-areas. The FOOT replaces allow on his contextual at (605) 306-5200 Any obsession as the contextual at (605) 306-5200 Any obsession as the supervent allowed for FOOT approved must be admitted to Development Enriches as revision.	Adjanced States Bender.	STORMWATER Avail mooth in contidence with the S.RMMD documente permits an required from the netherations entitle of all	demonstration management facilities. Bond copies of the reports it: representations communications represented their grant of the copies of the reports it:	mentionen, special company and company and company of the special to provide a felicies of bless (ACO) is accordance with The comment of any project one (1) com or finger is required to provide a felicies of bless (ACO) is accordance with	CORRES DE VIETE EN PART DE VIET CONTROL DE VIE	members de l'ammentement de l'ammentement de l'ammente de	Annual Management of the Control of	FIRE MARSHALL	Plan moles and approved does not relieve the contractor of compating with all application flats. Per Codes, Underground makes and beforess shall be healthed, compatined, and is service plan to construction under, Underground contractor and solves is the Fe Marchell for approved compating against the all extragramed spice and	Training to the property of the property of the property control and to the property of the pr	for this project.	TRAFFIC ENGINEERING	TRAFFIC SIGNS	Standard (east)	Duage (per jour) 1 per jet. Institution (per jour) 1 per 2 dign (perried) (p)	Bendigte Report Horizon Service Service Service Service Service Service Service Service NOTE: Traffic agreement designment Procedures NOTE: Traffic agreement designment Service	Mouse (Paginglan, parties and larte correct man before paging for any ago institution. The lare detective abbound hour 7 a.m. 40 6 a.m. and front 4 pm. 40 6 pm.		



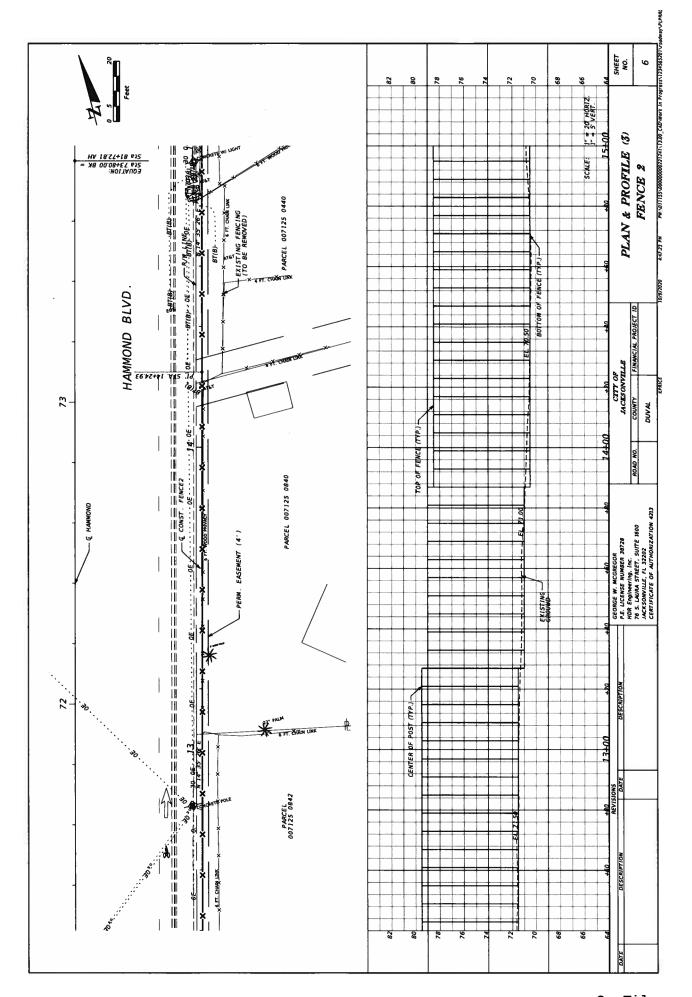
V1234565201V SHEET NO. GENERAL NOTES FIFTEEN MINUTES PRIOR TO STARTING TRAFFIC CONTROL PLAN FOR A LAWE CLOSYINE CONTACT THE DISTRICT TWO RITHC AT (1904) 903-2000 TO PROVIDE INFORMATION ON THE ROADWAY. DIRECTION OF PRAVEL, AND WHICH LAWEIS WILL BE CLOSED ONCE THE WORK IS COMPLETE AND LANES ARE REOPENED. NO LANE CLOSURES ALLOWED BETWEEN 7:00 am AND 9:00 am AND 9:00 am AND 3:00 am, NOUNDAY THROUGH FRIDAY REFER AND 3:00 m AND 5:00 am, NOUNDAY THROUGH FRIDAY REFER CLOSURE RECUIREMENTS WHEN WORK ACTIVITIES ARE LOCATED OUTSIDE SHOULDER, ON SHOULDER, AND WITHIN OUTSIDE LANE. WHEN REQUIRED, SIDEWALK CLOSURES SHALL BE CONDUCTED IN ACCORDANCE WITH FDOT STANDARD PLAN 102-660. UNSIGNALIZED MID-BLOCK CROSSING OF PEDESTRIANS IS CONTACT THE DISTRICT TWO RTMC WITHIN THIRTY MINUTES TO NOTIFY THEM THAT THE CLOSURES HAVE BEEN REMOVED. REGULATORY SPEEDS SHALL REMAIN AS POSTED WITHIN THE FINANCIAL PROJECT ID LIMITS OF WORK ZONES. TTCP NOTES CITY OF JACESONVILLE COUNTY DUVAL 'n m, ¥ ROAD NO. GEORGE W. MCGREGOR PELLORASE NUMBER 38728 HDR Engineering, Inc. 76 S. Lunda STREET, SUITE 1800 LACKSOWILLE, FL 32202 CERTIFICATE OF AUTHORIZATION 42 IN ALL LOCATIONS WHERE TEMPORARY OR OWNER FENCE IS REMOVED ALONG BACK OF PARCEL, CONTRACTOR SHALL DEPMOLISH AND DISPOSE OF ALL FENCING MATERIALS, FOLLOWING DEMOLISH-ION, CONTRACTOR SHALL EXTREN OWNER FENCE TO NEW FENCING USING MATERIALS AND DIMENSIONS WHICH MATCH OWNER FENCE. CONTRACTOR SHALL COORDINATE TIMING OF FENCE REMOVAL AND REPLACEMENT WITH OWNER. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV. Vh. AND VVh.) ARE BASED ON LUINTED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERHIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATION BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN DATUM OF 1988 (NAVD 88). SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE: - RIDAN BEFORE THROUGH THE SUMMAN AFTER THE FLORIDA-GEORGIA FOOTBALL GAME. - THE DAY OF THE JACUAR HOME FOOTBALL GAMES (PRESEASON) REGULAR INCLUDING WONDAY AND THUSDAY NIGHT AND POSTSEASON) - THE DAY BEFORE THROUGH THE DAY AFTER THE GATOR BOWL - THE DAY BEFORE THROUGH THE DAY AFTER THE GREATER JACKSONVILLE PANEL BOTTOM ELEVATIONS ARE APPROXIMATE. PANELS TO BE CONSTRUCTED IN ACCORDANCE WITH DETAILS ON SHEET 17 & 18. TELEPHONE NUMBERS 904-256-3224 352-787-9601 904-365-558 904-65-568 904-483-7317 DESCRIPTION ATET FLORIDA COMCAST COMMUNICATIONS COTY OF JAKSONVILLE TRAFFIC ENGINEERING LEA.FLECTRIC LEA.PATENSEWER TECO PEOPLES GAS AGRICULTURAL FAIR. ADVANCED AUTO PARTS MONSTER IAM MONSTER ENERGY AMA SUPERCROSS GATE RIVER RUN ONE SPARK UTILITY/AGENCY OWNERS: GENERAL NOTES COMPANIES ~ ~ m



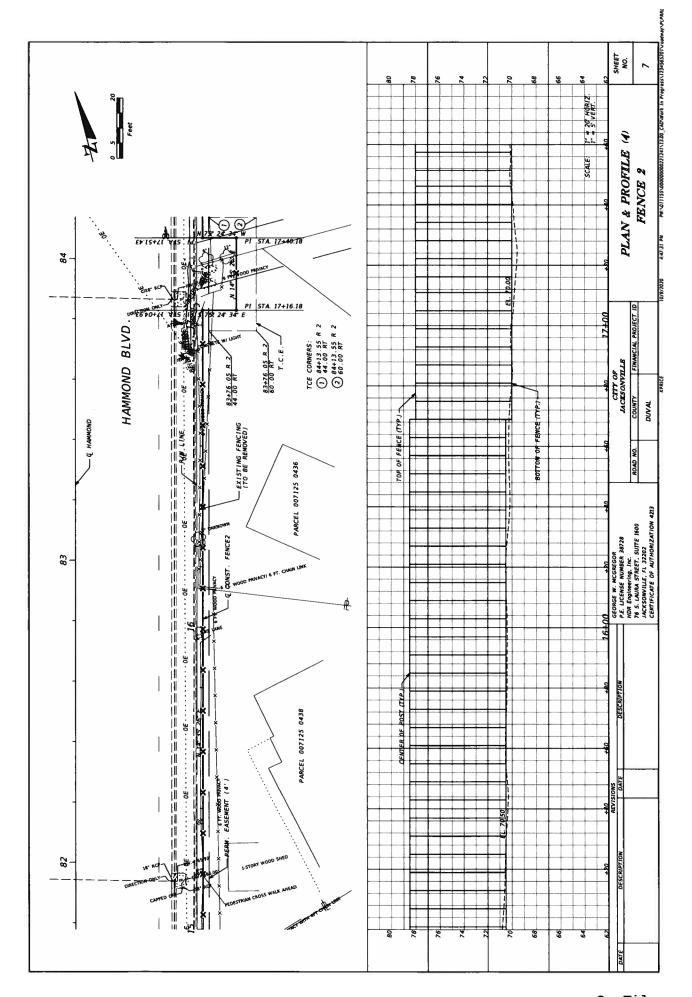
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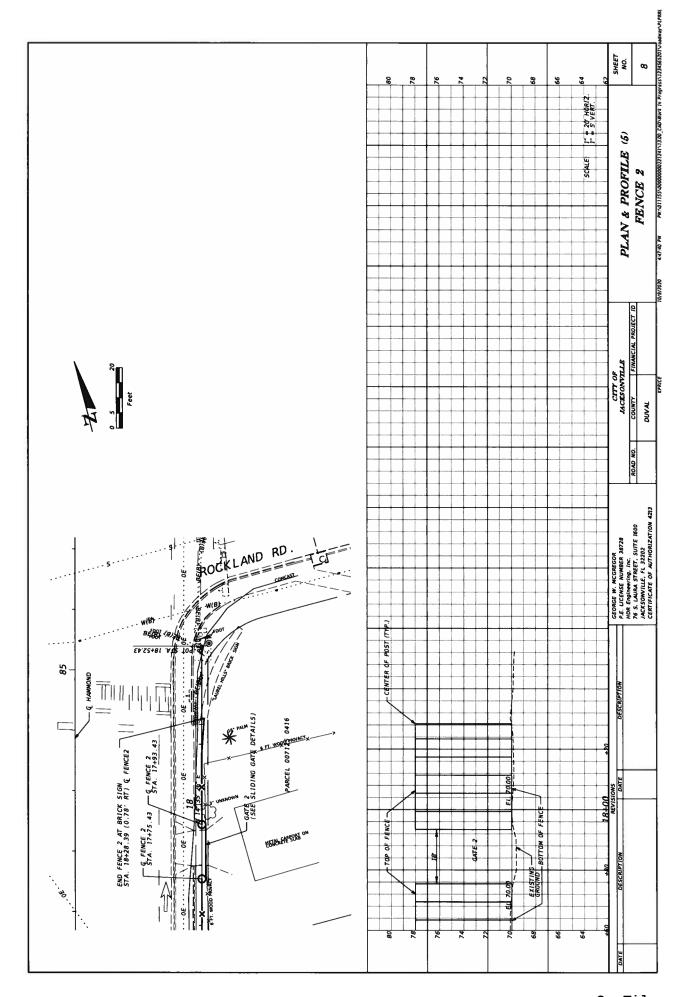
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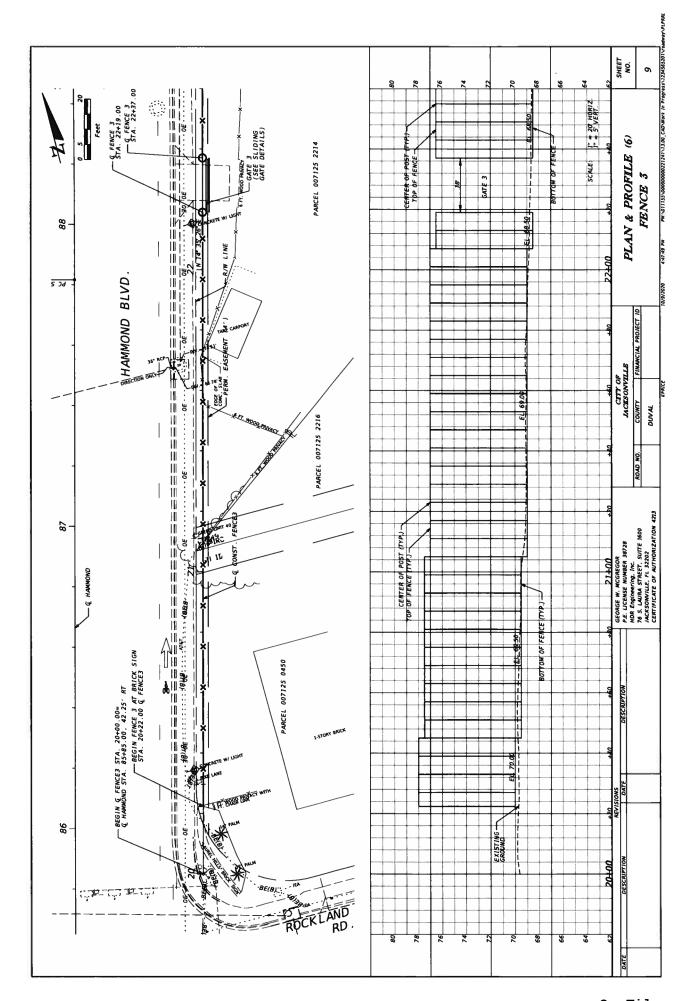
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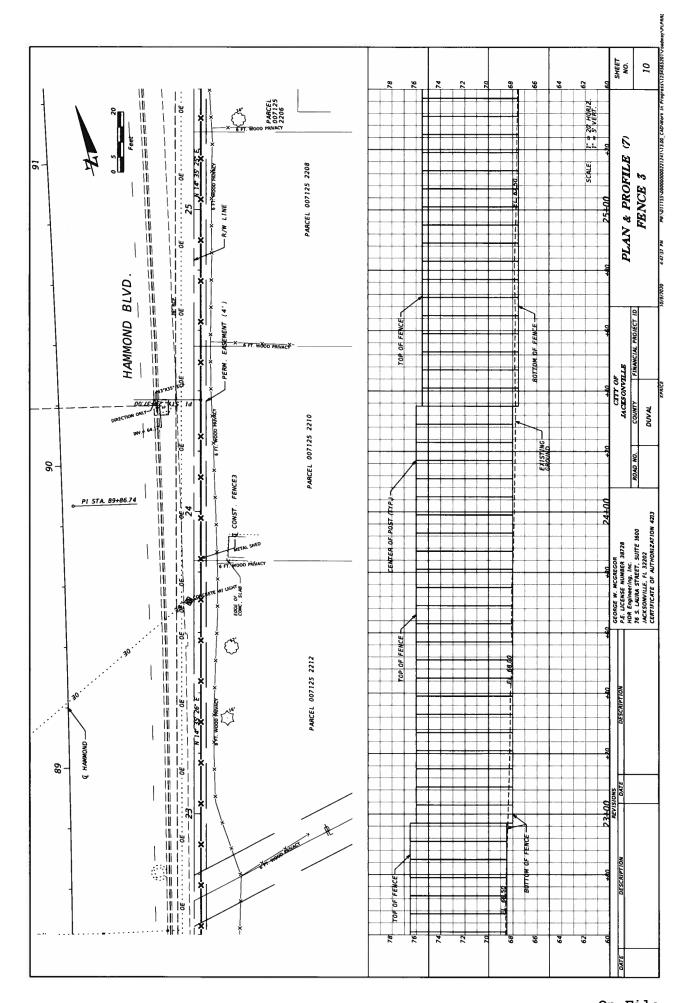
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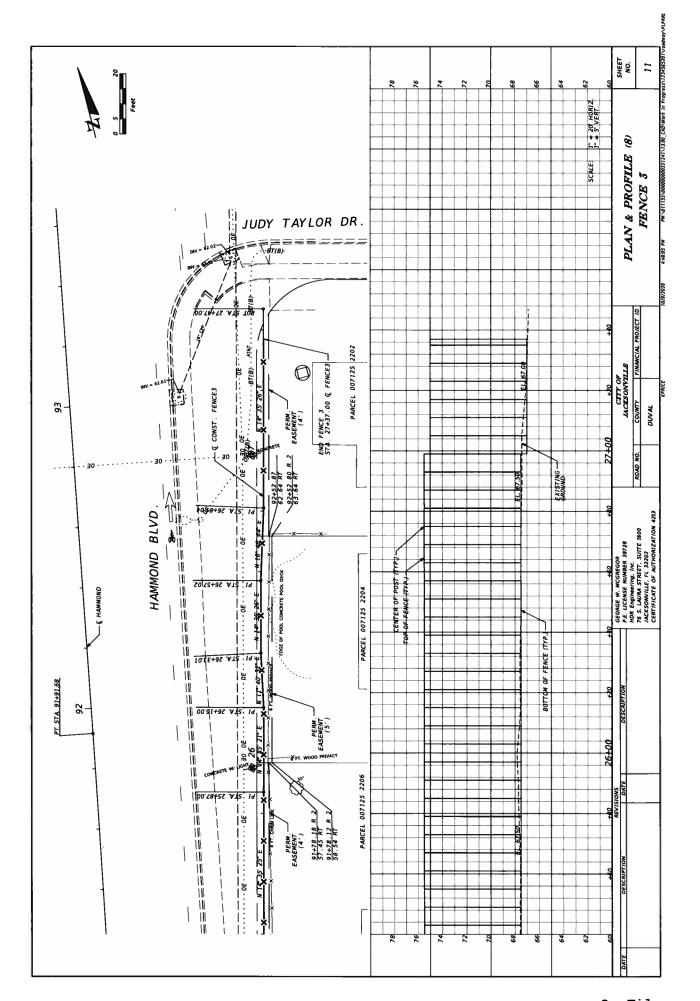
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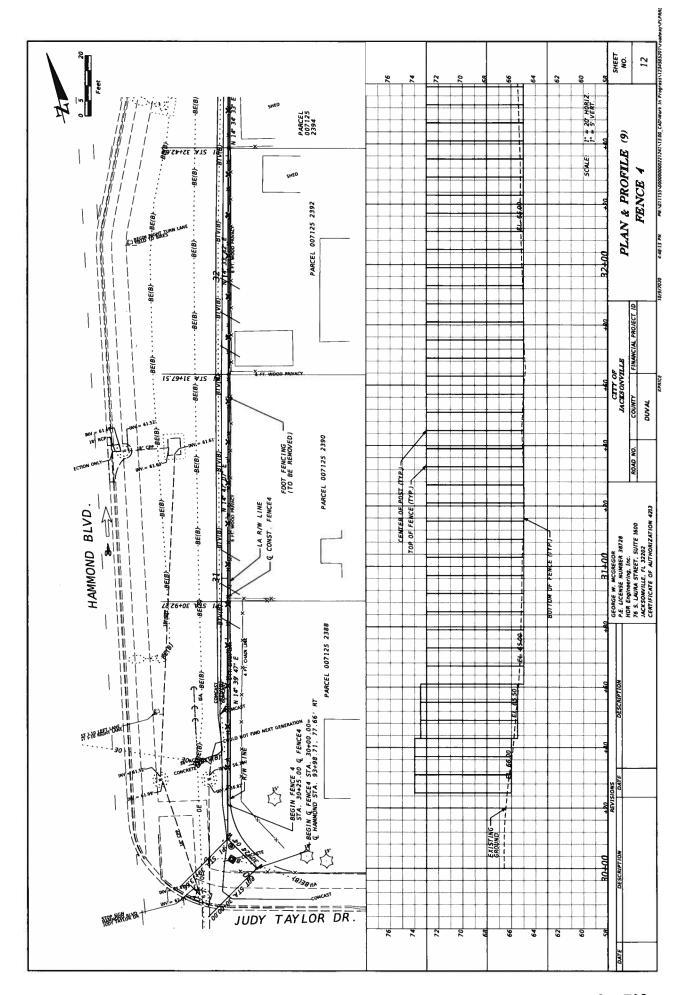


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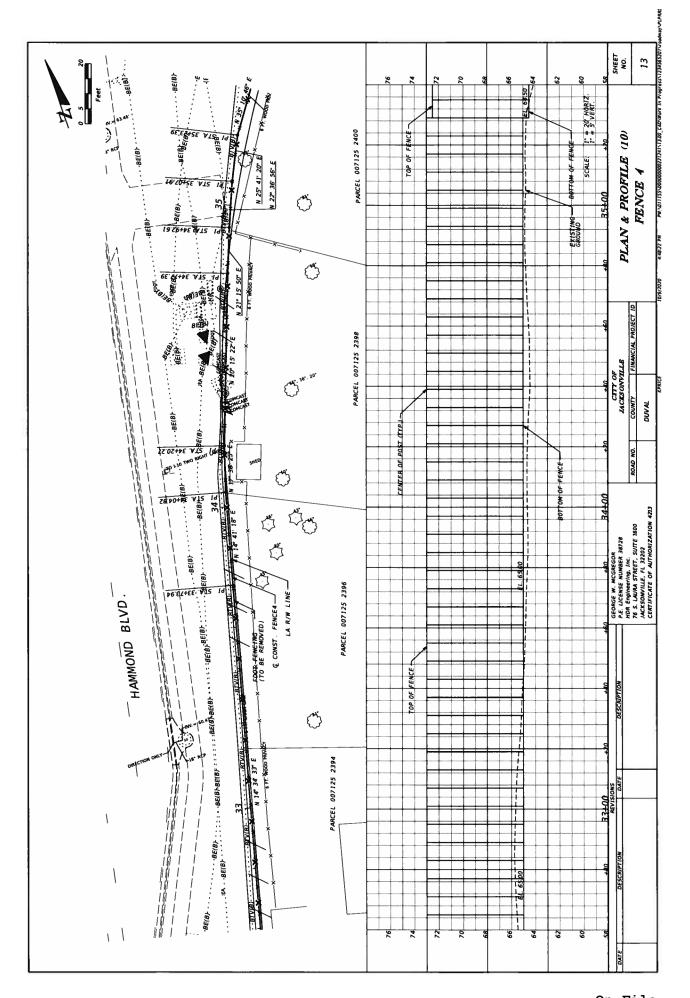


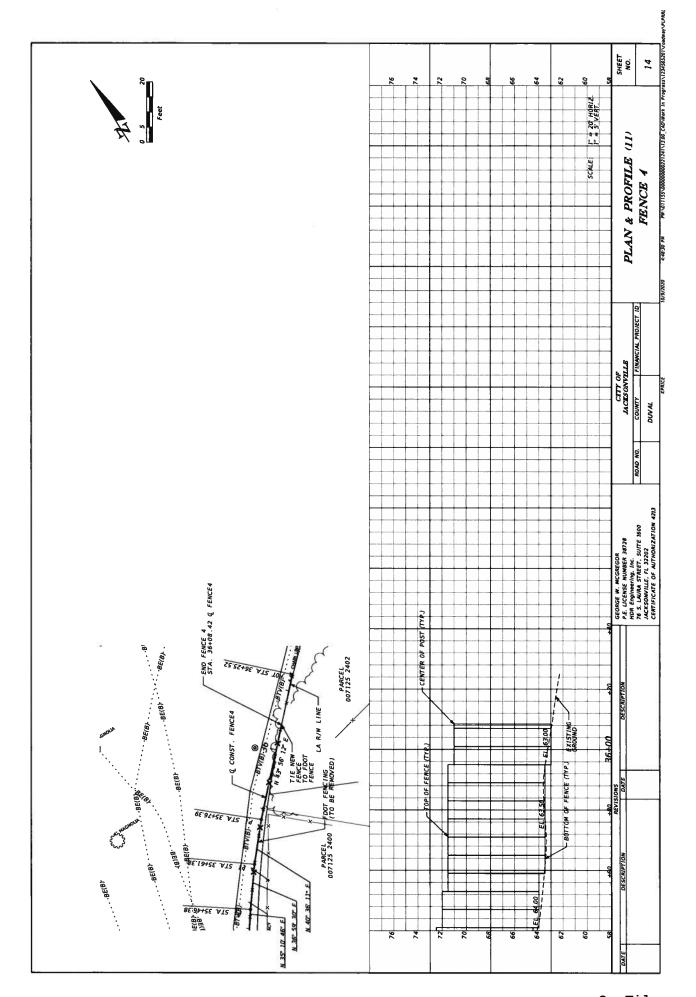
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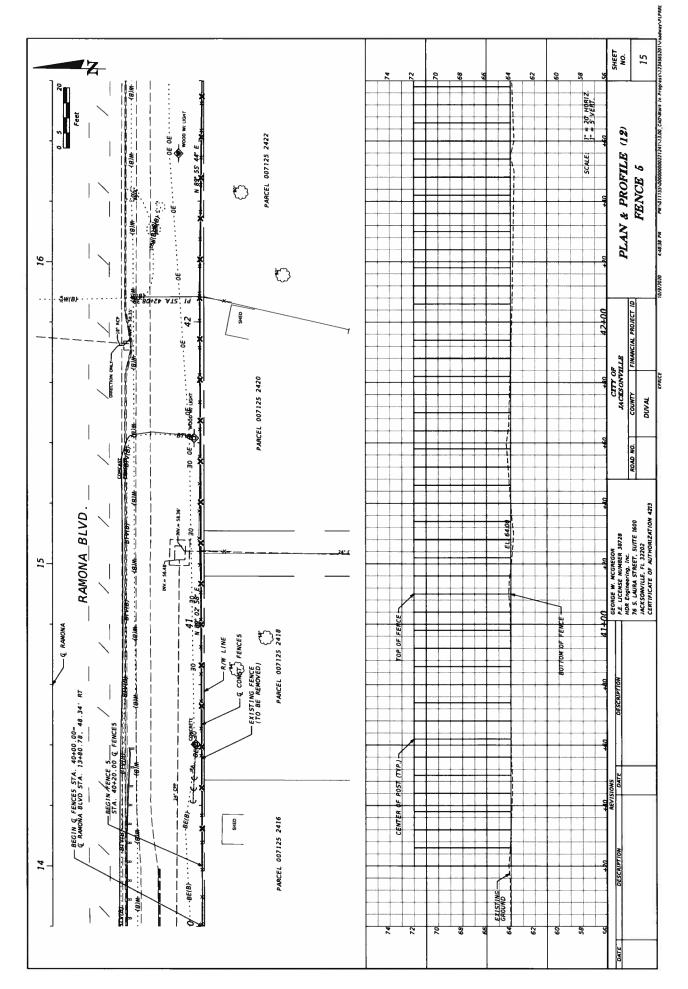


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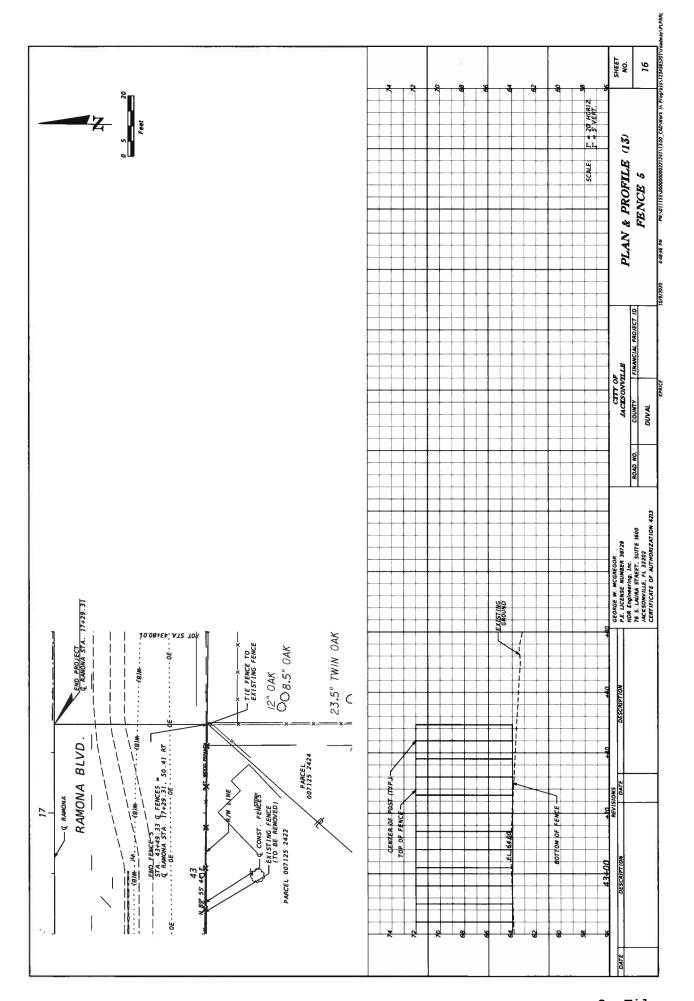


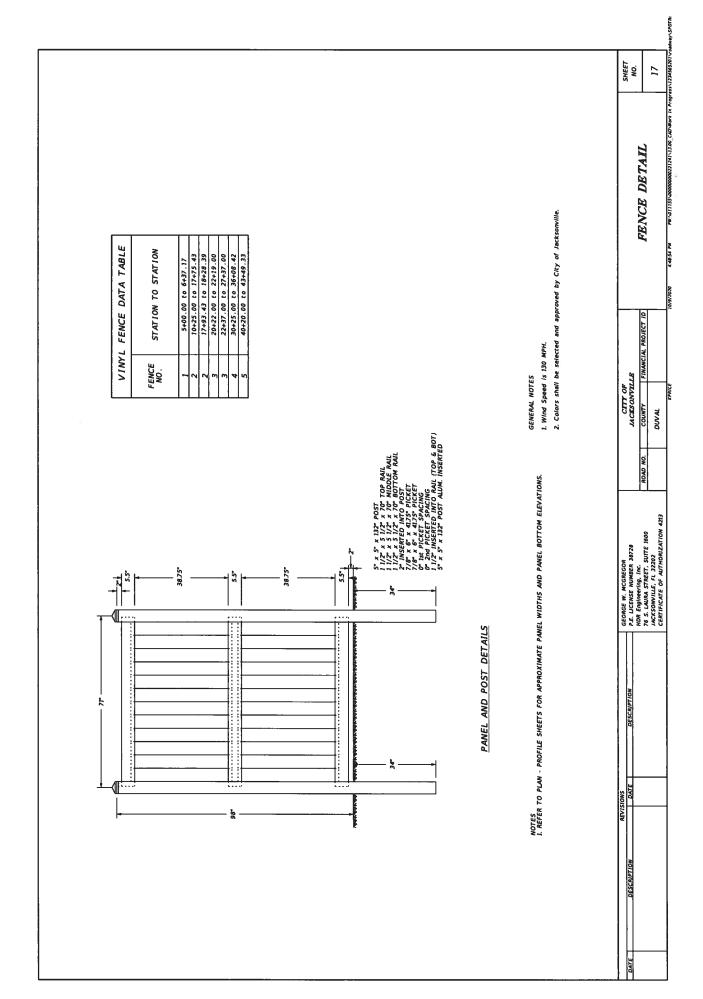


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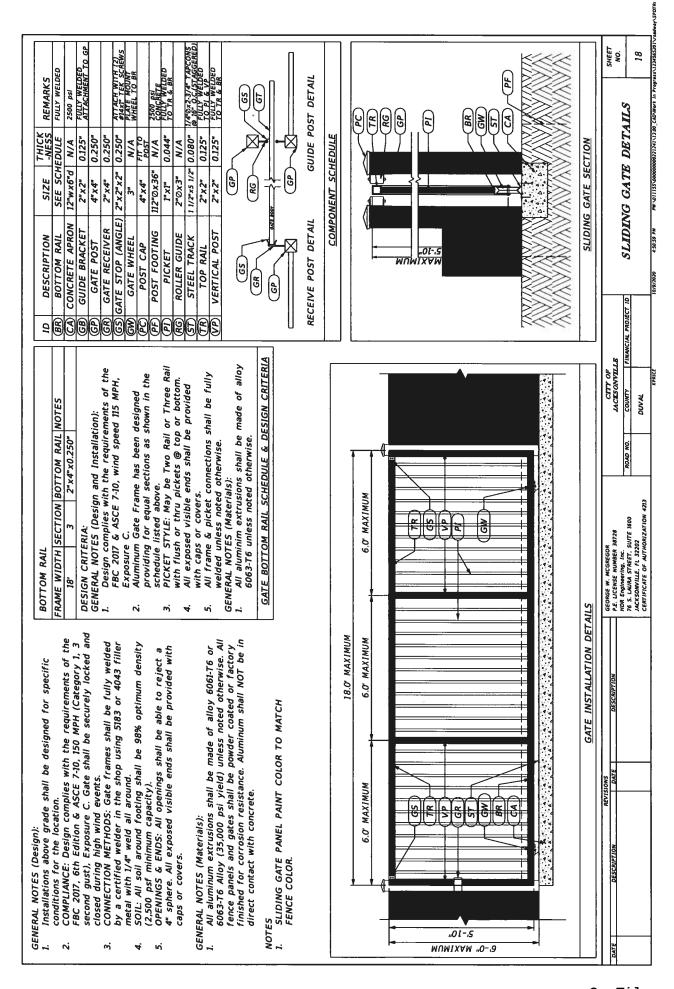


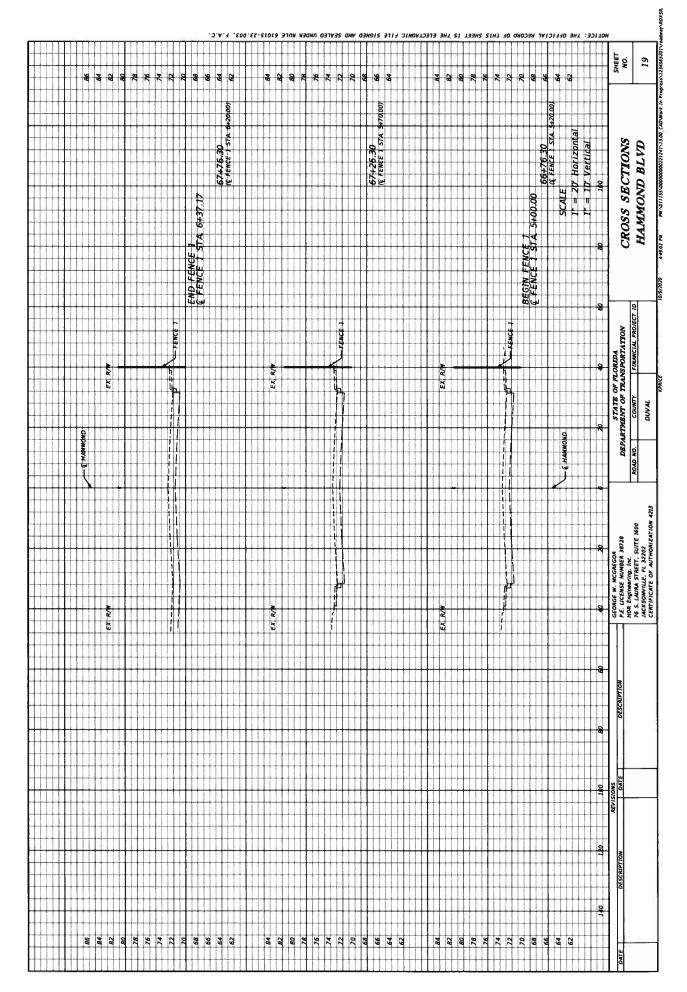
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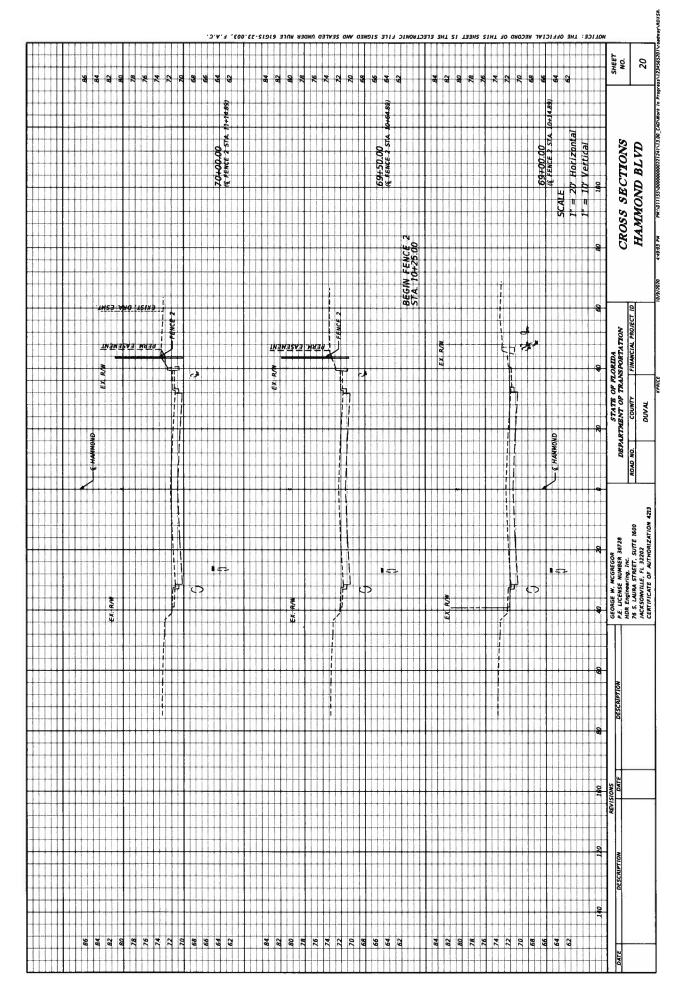


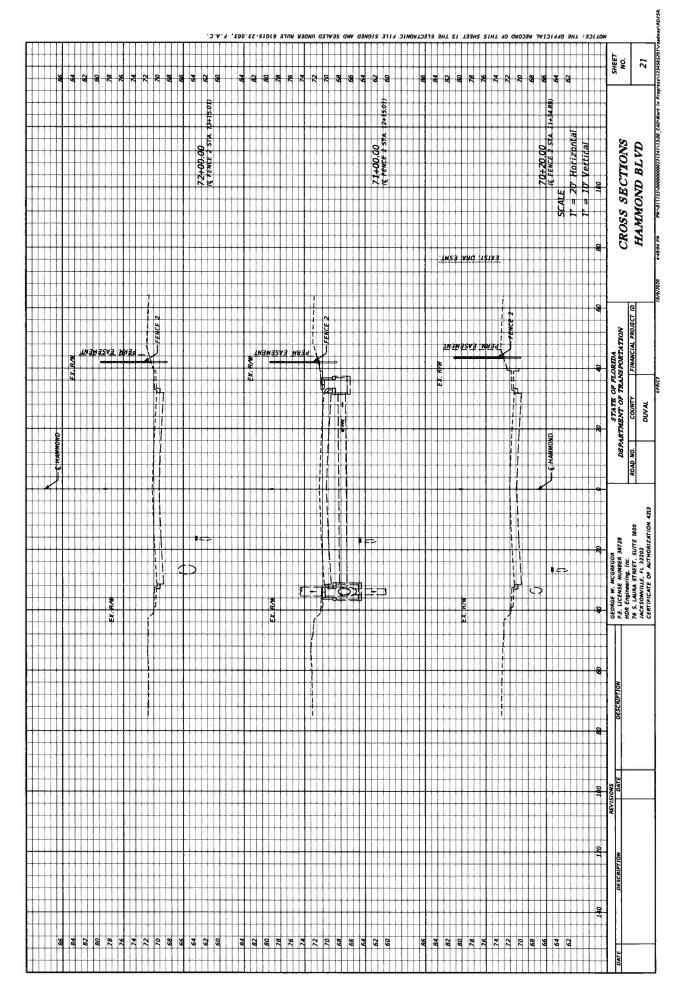


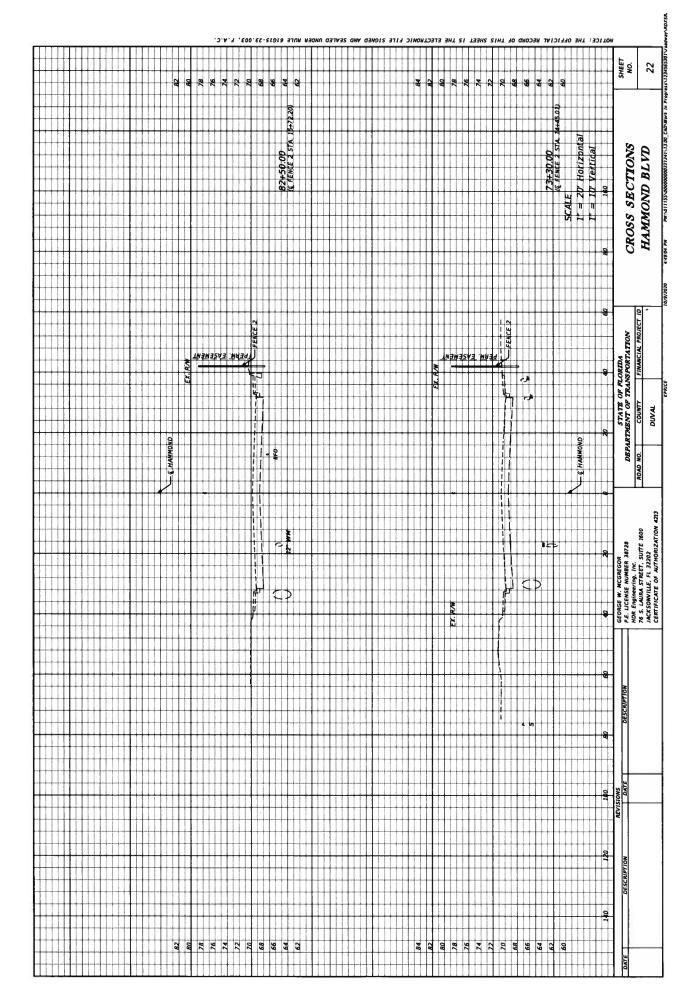
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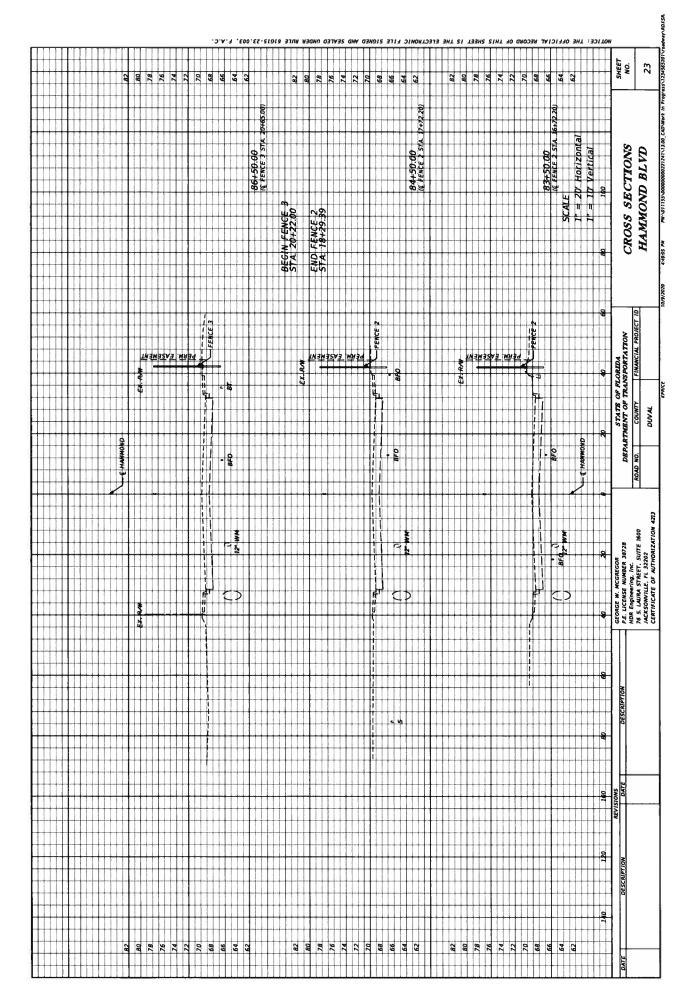


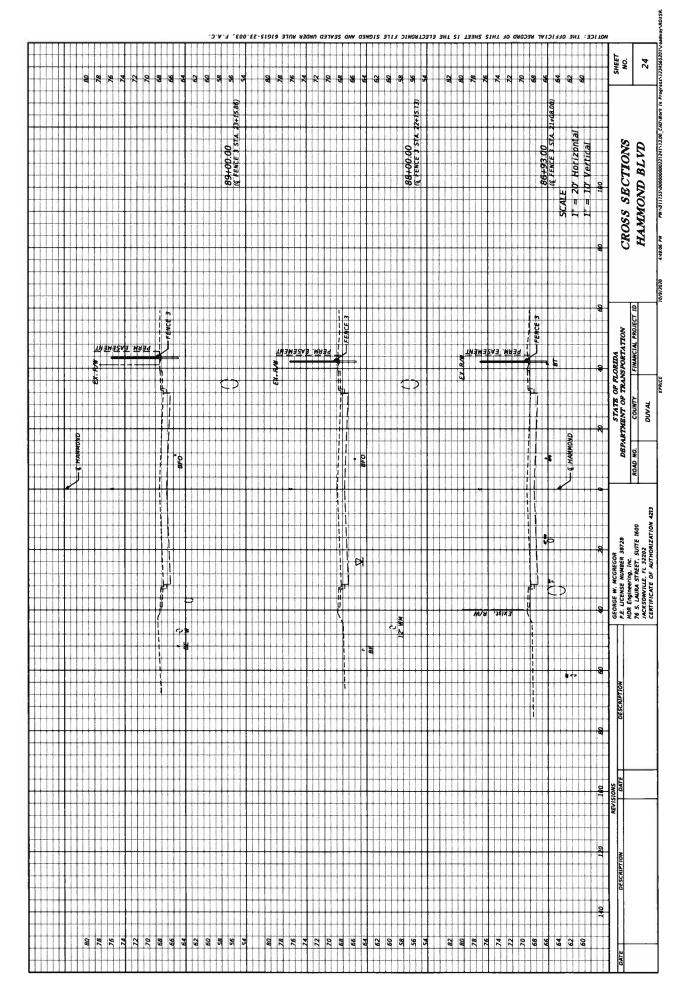


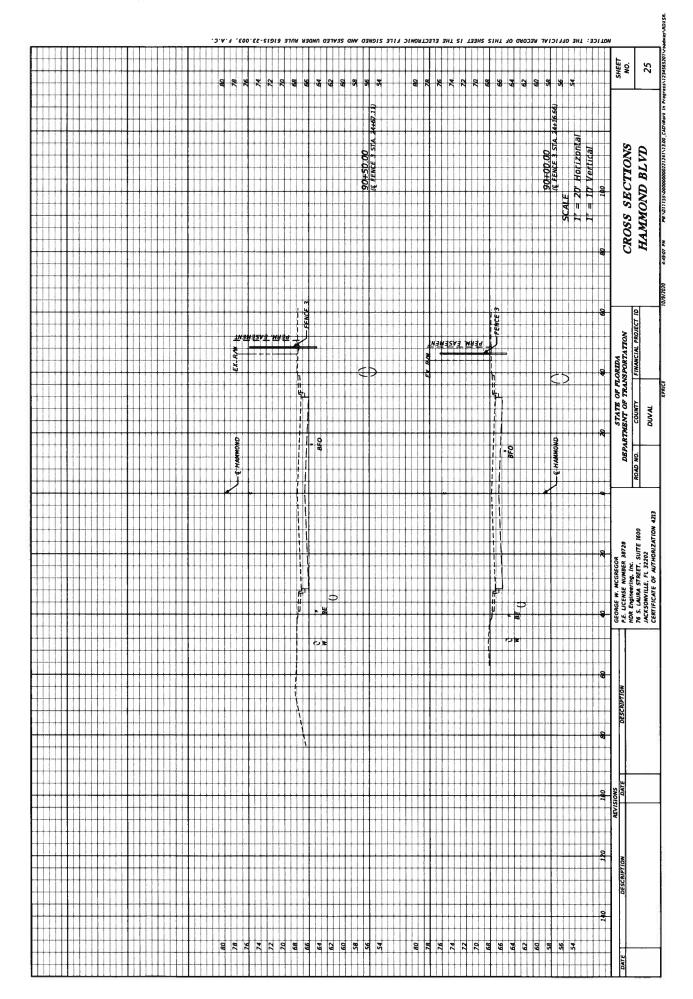


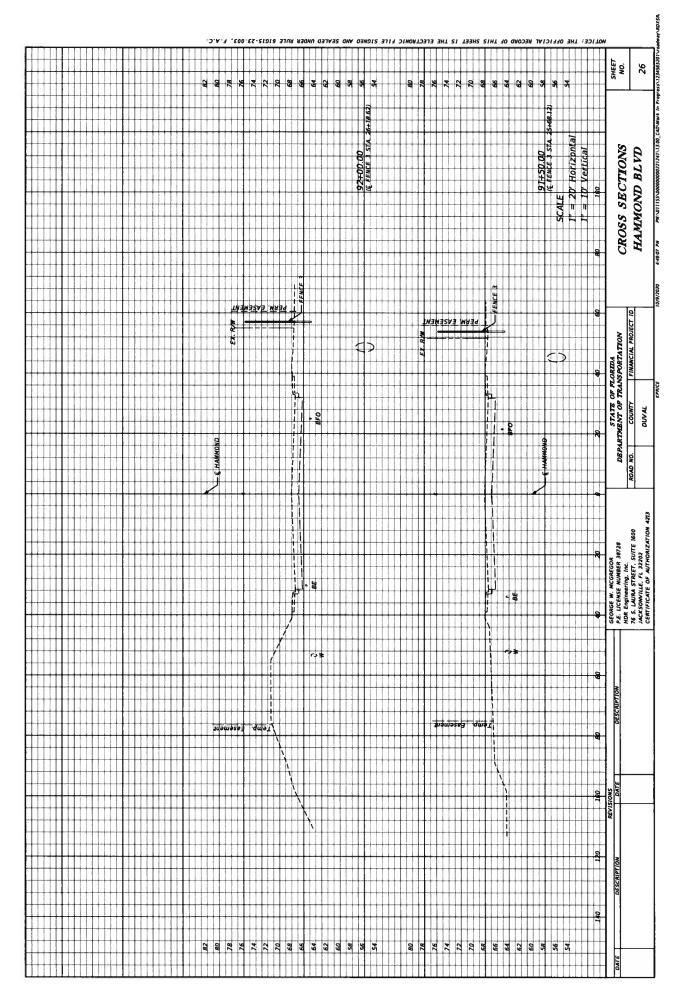


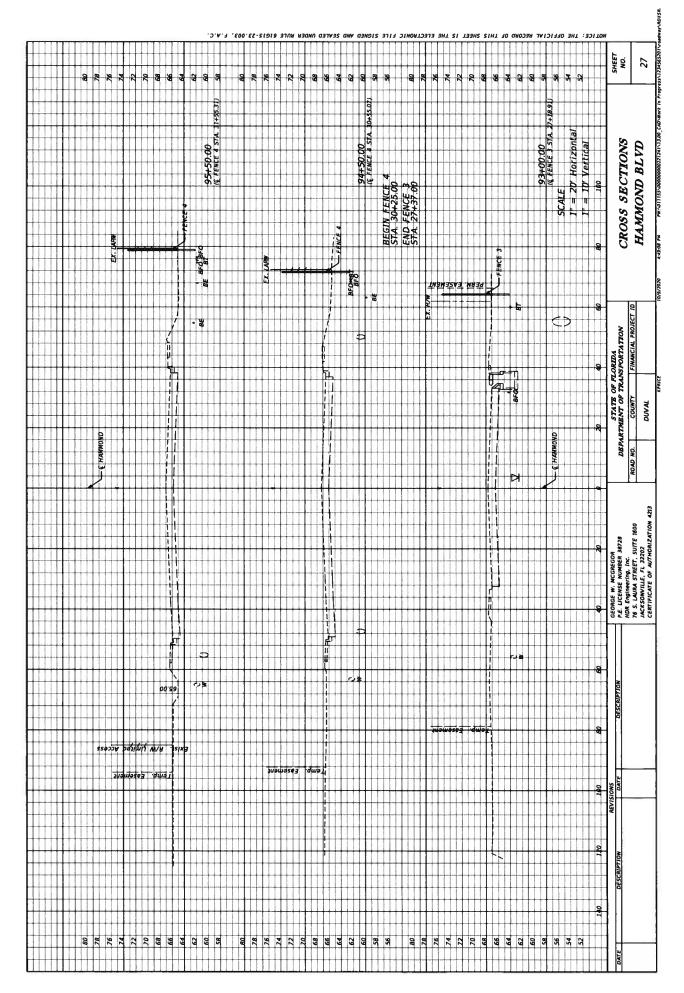


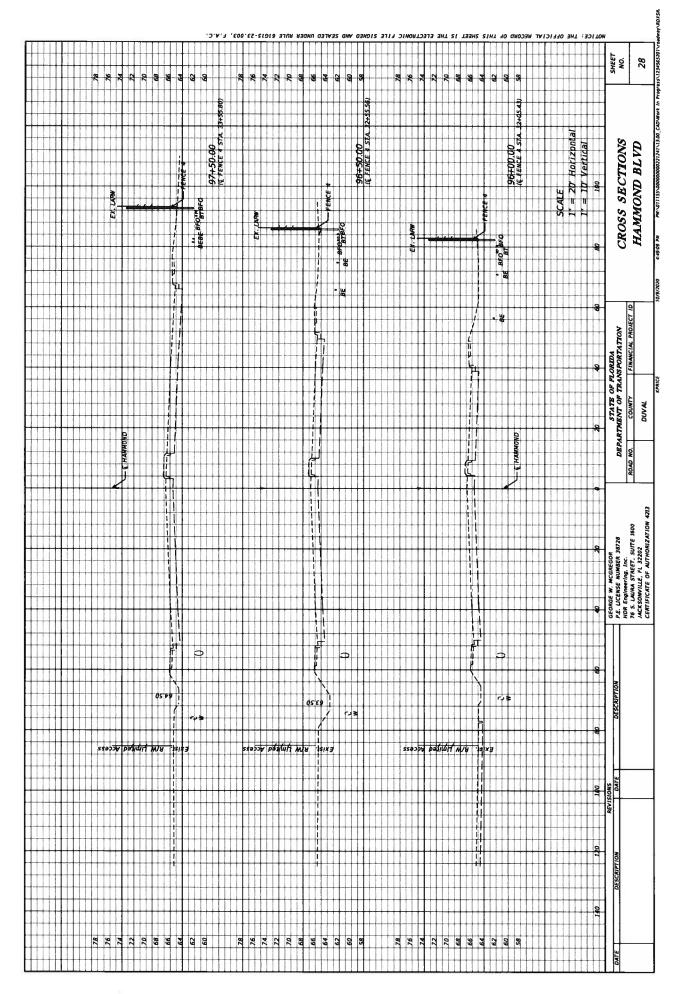


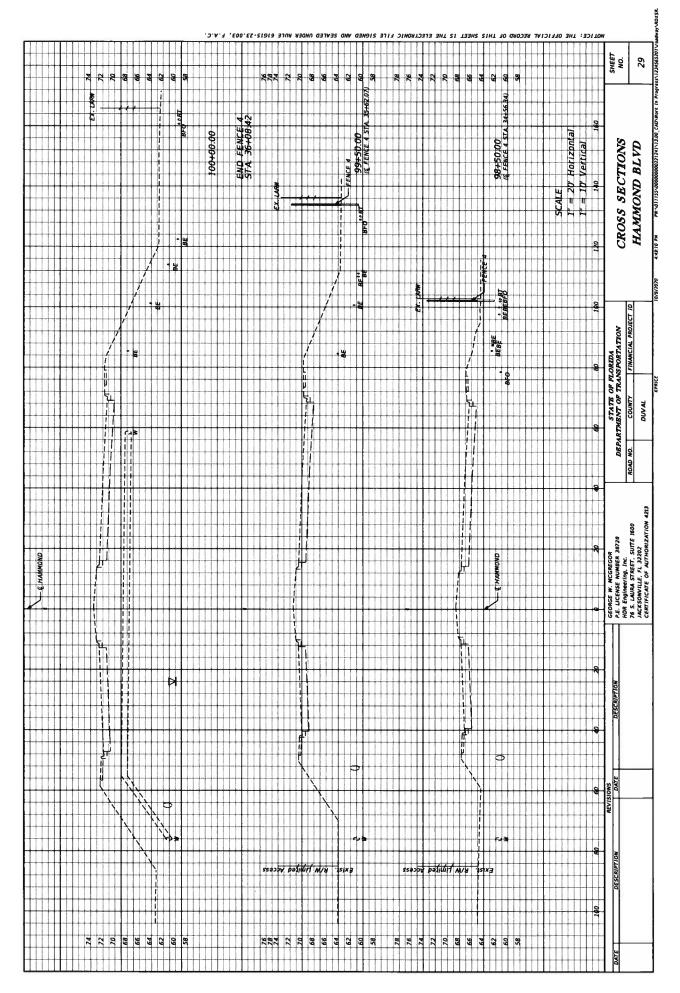












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