## AGREEMENT <br> BETWEEN <br> THE CITY OF JACKSONVILLE AND <br> THE TRINITY BAPTIST CHURCH OF JACKSONVILLE, INC.

THIS AGREEMENT (the "Agreement") is made and entered into as of the $\qquad$ day of , 2021 (the "Effective Date") by and between the CITY OF JACKSONVILLE, a consolidated municipal and county government under the laws of the State of Florida ("City") and THE TRINITY BAPTIST CHURCH OF JACKSONVILLLE, INC., a Florida not for profit corporation located at 800 Hammond Boulevard, Jacksonville, Florida 32221 ("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, $10^{\text {th }}$ Floor
Jacksonville, Florida 32202
Attn: $\qquad$

As to Trinity:
The Trinity Baptist Church of Jacksonville, Inc.
800 Hammond Boulevard
Jacksonville, Florida 32221
Attn:
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:

(Printed Name of Witness)

## ATTEST:

By:
James R. McCain, Jr.
Corporation Secretary

TRINITY BAPTIST CHURCH OF JACKSONVILLE, INC.
$\qquad$
(Printed Name of Signer

Title

## CITY OF JACKSONVILLE

By: $\begin{aligned} & \text { Lenny Curry } \\ & \text { Mayor }\end{aligned}$

Form Approved:

Office of General Counsel

Exhibit A

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GENERAL NOTES

| 1. | benchmark elevations shown on the plans are north american datum of 1988 (navd s8). |  |
| :---: | :---: | :---: |
| 2. | the locations of the utiuties shown in the plans (including those designated vv, vh, and vvh) are based on limited investigation technioues and should be considered appaoximate only. the verified locations/elevations apply only at the points shown. interpolation between these points have not been verified. |  |
| 3. | utiutryagenct owners: | TELEPHONE NUMEERS |
|  |  | TELephone numbers |
|  | ATGT FLORIDA | 904.256-3224 |
|  | COMCAST COMMUNICATIONS | 352-787-9601 |
|  | cITY OF Jacksonville traffic engineering | 904-387-8863 |
|  | J.E.A.ELECTRIC | 904-665-6583 |
|  | J.E.A.WATER/SEWER | 904-665-4643 |
|  | teco peoples gas | 904-443.7317 |
| 4. | special event days for this project inclu |  |
|  | - friday before through the sunday after the florida-georgia football game. <br> the day of the jaguar home football games ipreseason, regular |  |
|  | INCLUDING MONDAY AND THURSDAY NIGHT AND POSTSEASON) |  |
|  | - the day effore through the day after the gator bowl. |  |
|  | - the day before through the day aftea the greater jacksonville |  |
|  |  |  |
|  | - ADVANCED aUto parts monster jam |  |
|  |  |  |
|  | - gate river run |  |
|  |  |  |
| 5. | in all locations where temporary or owner fence is removed along back of parcel. contractor SHALL DEMOLISH AND DISPOSE OF ALL FENCING MATERIALS. FOLLOWING DEMOLTTION, CONTRACTOR SHALL |  |
|  |  |  |
|  | extend owner fence to new fencing using materials and dimensions which match owner fence. contractor shall coordinate timing of fence removal and replacement with owner. |  |
|  |  |  |
|  |  |  |
|  | in accordance with details on sheet it a 18. |  |

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| ID | DESCRIPTION | SIZE | $\begin{aligned} & \text { THICK } \\ & \text {-NESS } \end{aligned}$ | REMARKS |
| :---: | :---: | :---: | :---: | :---: |
| (BR) | BOTTOM RAIL | SEE SCHEDULE |  | FULLY WELDED |
| (CA) | CONCRETE APRON | $12^{\prime \prime} \mathrm{w} \times 6^{\prime \prime} \mathrm{d}$ | N/A | 2500 psi |
| GB) | GUIDE BRACKET | $2^{\prime \prime} \times 2^{\prime \prime}$ | $0.125^{\prime \prime}$ | $\begin{aligned} & \text { FULLY WELDED } \\ & \text { ATIACHMENT TO GP } \end{aligned}$ |
| (GP) | GATE POST | $4^{\prime \prime} \times 4^{\prime \prime}$ | $0.250^{\prime \prime}$ |  |
| (GR) | GATE RECEIVER | $2^{\prime \prime} \times 4^{\prime \prime}$ | $0.250^{n}$ |  |
| GS | GATE STOP (ANGLE) | $2^{\prime \prime} \times 2^{\prime \prime} \times 2^{\prime \prime}$ | 0.250" | ATTACR WITH (2 |
| GW | GATE WHEEL | 3" | N/A | PLAHE MOUNT |
| (PC) | POST CAP | $4^{\prime \prime} \times 4^{\prime \prime}$ | FITTO |  |
| (PF) | POST FOOTING | $112^{\prime \prime} 0 \times 36^{\prime \prime}$ | N/A | ${ }^{2500}{ }^{\text {cone }}$ |
| (PD) | PICKET | $1^{\prime \prime} \times 1^{\prime \prime}$ | 0.044* | FULT WELOED |
| (RG) | ROLLER GUIDE | $2^{\prime \prime} 0 \times 3^{\prime \prime}$ | N/A |  |
| ST) | STEEL TRACK | $11 / 2^{\prime \prime} \times 51 / 2^{\text {m }}$ | 0.080" | $\begin{aligned} & 1 / 44^{+8 \times 2-37} \text { TAPCONS } \\ & 916^{\circ} 0(S T A G G E R E D) \end{aligned}$ |
| (TR) | TOP RAIL | $2^{\prime \prime} \times 2^{\prime \prime}$ | 0.125* | $T O P P Q V P$ FULY WEUDED |
| (VP) | VERTICAL POST | $2^{\prime \prime} \times 2^{\prime \prime}$ | 0.125* | $\begin{aligned} & \text { FULIY WELDED } \\ & \text { TOTR } \end{aligned}$ |
|  | CEIVE POST DETAIL |  |  | OST DETAIL |


| BOTTOM RAIL |  |  |  |
| :---: | :---: | :---: | :---: |
| FRAME WIDTH | SECTION | BOTTOM RAIL | NOTES |
| $18^{\prime}$ | 3 | $2^{\prime \prime} \times 4^{\prime \prime} \times 0.250^{\prime \prime}$ |  |
| DESIGN CRITERIA: <br> GENERAL NOTES (Design and Installation): |  |  |  |
|  |  |  |  |
| 1. Design FBC 2017 | complies G ASCE C. | ith the require 7-10, wind speed | ements of the ed 115 MPH. |
| 2. Aluminum providing | Gate Fr for equa listed ab | ame has been sections as ove. | designed shown in the |
| 3. PICKET with flush | style: May h or thru | ye Two Rail pickets © top | or Three Rail or bottom. |
| 4. All expos with caps | sed visibl s or cover | ends shall be s. | provided |
| 5. All fram welded | \& picke unless not | connections <br> ed otherwise. | shall be fully |
| GENERAL NOTES (Materials): |  |  |  |
| All aluminim extrusions shall be made of alloy 6063-T6 unless noted otherwise. |  |  |  |
| GATE BOTTOM RAIL SCHEDULE \& DESIGN CRITERIA |  |  |  |

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[^0]:    GENERAL NOTES (Design):
    2. COnditions for the location. FBC 2017, 6th Edition \& ASCE 7-10, 150 MPH (Category 1, 3 second gust). Exposure C. Gate shall be securely locked and

    CONNECTION METHODS: Gate frames shall be fully welded
    by a certified welder in the shop using 5183 or 4043 filler
    metal with $1 / 4^{\prime \prime}$ weld all around.
    SOIL: All soil around footing shall be $98 \%$ optimum density
    5. (2,500 psf minimum capacity).

    OPENINGS \& ENDS: All openings shall be able to reject a caps or covers.

    GENERAL NOTES (Materials): 6063-T6 Alloy (35,000 psi yield) unless noted otherwise. All fence panels and gates shall be powder coated or factory
    finished for corrosion resistance. Aluminum shall NOT be in direct contact with concrete.

    NOTES
    3. SLIDING GATE PANEL PAINT COLOR TO MATCH
    FENCE COLOR.

