

GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC.

THIS AGREEMENT made and entered into this ____day of March 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Grantee has requested assistance from the City towards the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the "Project"); and

WHEREAS, the Grantor finds /ENTER ADDITIONAL RECITALS HERE AS SUCH BECOME KNOWN AND NECESSARY./

WHEREAS, the Parties desire to memorialize the understanding of an agreement and the intentions and obligations of the Parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Agreement.

2. **Term of Agreement:** Land owned by the Grantee, which is benefited by the City's grant funds and the Project shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public.

3. **Procurement and Funding:** The City shall procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.

4. **Indemnification:** Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

5. **Default/Termination/Force Majeure:** The City may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the City terminates the Agreement for convenience, the City shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

This Agreement may be unilaterally cancelled by the City for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

6. **Record Keeping/Audit:** The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

7. **Signage:** Grantee shall allow for a permanent information sign to be erected on the Project site which credits funding or a portion thereof, to the City. The sign must be visible at the Project site for a minimum of twenty-five (25) years after the Project is complete.

8. **Notice:** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

9. **Contacts:** Any and all notices required by this Agreement shall be delivered to the Parties at the following addresses:

The City Manager:

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| City Manager, City of Lake City |
| 205 North Marion Ave |
| Lake City, Florida 32055 |
| Telephone No.: 386/719-5826 or 386/719-5756 |

The Grantee's President:

| |
|--------------------------|
| Lawanda Austin |
| P.O. Box 1721 |
| Lake City, Florida 32056 |

10. **Insurance:** To the extent required by law, the Grantee will secure and maintain during the life of this Agreement, Workers' Compensation

Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee.

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$300,000.00 each individual's claim and \$500,000.00 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the City as an Additional Insured for the entire length of the Agreement.

B. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) day's written notice (with the exception of non-payment of premium which required a 10-calendar-day notice) to the City's Procurement Administrator.

11. **Physical Access and Inspection:** City has the right to inspect the Project and any and all records related thereto at any reasonable time. City personnel and contractors shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following

methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

12. **Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

13. **Severability Clause:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

14. **Entire Agreement:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

15. **Effective and Binding:** This Agreement shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

16. **Effective Date:** It is agreed by City and Grantee that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**ANNIE MATTOX RECREATION
CENTER, INC.**

By: _____
Mary A Williams, Secretary

By: _____
Lawanda Austin, President