

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the **CITY OF FORT PIERCE**, hereinafter referred to as the “**Grantor**” and **CYNTHIA ASHLEY**, hereinafter referred to as the “**Recipient**”.

WITNESSTH

WHEREAS, Recipient is in the process of remodeling the commercial property located at **1802 AVENUE D, Fort Pierce, Florida**; rehabilitating a structure that was previously in a serious state of blight and decay; and

WHEREAS, the Grantor has approved the granting of available Community Development Block Grant (CDBG) funds, not to exceed the amount of **\$5000 (Five Thousand Dollars)**; and

WHEREAS, the Grantor has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support commercial rehabilitation, neighborhood revitalization and job creation; and

WHEREAS, Recipient warrants and represents he/she is the current legal owner of **1802 AVENUE D, Fort Pierce, Florida**, further described as Parcel Identification Number **2409-602-0288-000-1** in the records of the St. Lucie County Tax Assessor, and possesses legal authority to enter into this Agreement; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. This specific grant is for rehabilitation and improvements of real property owned by the Recipient. The specific rehabilitative building improvements to be provided, including intended or anticipated uses for the Grant funds by Recipient are set forth in Exhibit “A” to this Agreement.
2. The requirements for approval and reimbursement of expenditures of Grant funds contemplated by this Agreement are set forth in Exhibit “B” of this Agreement.
3. This Agreement shall take effect on the date executed by the Grantor and shall conclude on or before September 30, 2020.
4. Grantor agrees to reimburse 100%, upon submission of approved invoices, as specified in the Agreement and Exhibits thereto, up to the agreed amount of **\$5000**

(Five Thousand Dollars), to be submitted by Recipient for review and consideration by Grantor no later than **December 31, 2019**, within the stated term of this Agreement. Recipient agrees to submit invoices and proof of payment to the Grantor for payment of approved expenditures covered by this Agreement and schedule time for City Staff to inspect performed work.

5. All funds from Grantor to Recipient are being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Exhibit A. Recipient shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities. Recipient shall not claim reimbursement for any portion of its obligations which it has been paid by another source of revenue.
6. Publications, press releases, media productions, etc., produced by the Recipient shall include the following statement:

**Sponsored in part by a grant award from the City of Fort Pierce's
Historic Avenue D Business District Commercial Façade
Improvement Program.**

7. **Davis Bacon Requirements.** The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. All contractors and sub-contractors performing tasks related to this commercial façade grant are required to submit completed Davis Bacon documentation for each payroll provided during the course of this project.
8. Recipient agrees to submit to Grantor written progress/status reports, through the City Grants Administrator, on a monthly basis, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project.
9. The Recipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the rehabilitation services performed under this Agreement, and shall further document all transactions so that all expenditures may be properly audited. Recipient expressly agrees that funds received by it through this Agreement shall not be used for any purpose outside the scope defined in this Agreement except that the parties may jointly agree in writing hereinafter to such further uses for the funds as may be necessary to accomplish goals and objectives contemplated under this grant. Recipients, shall retain all project records, books, papers, receipts, and documents for a period of not less than five (5) years after the project terminates and grants the Grantor, at its election, the option of retaining upon completion of the work such records as it might deem appropriate to hold in public custody of the Grantor.

10. The Recipient agrees that the Grantor or any authorized representative may have access to and the right to examine all records, books, papers, receipts, or documents related to the grant or the Recipient's programs benefited by the grant and the Recipient warrants that all such project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates.
11. The Recipient agrees to obtain all necessary permits for intended improvements or activities within the scope of funding provided for by this Agreement.
12. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence or liabilities committed by or incurred by the Recipient, its staff or clientele.
13. Recipient hereby agrees to defend, hold harmless, and indemnify the Grantor, its' agents, servants, and employees from and against any and all claims, liabilities for debts, losses obligations, or causes of action which may arise from any negligent or intentional misconduct, act or omission of the Recipient, its agents, servants, or employees in the performance of any services contemplated under this agreement.
14. No payment, however, final or otherwise, shall operate to release the Recipient from any obligations under this Agreement.
15. Nothing contained in this Agreement is intended to, nor shall it be construed in any manner to create or establish an employer-employee relationship, joint venture, partnership, or any other legal relationship between the parties, nor shall any employee or agent of the Recipient by virtue of this Agreement be an employee of the Grantor for any purpose whatsoever, nor shall any employee or agent of the Recipient be entitled to any of the rights, privileges or benefits of Grantor's employees. The Recipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. The Recipient assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. Under no circumstances shall the Grantor be deemed a contractor, employer or project owner for purposes of Fla. Stat. § 440.10.
16. The Recipient shall maintain at all times a general policy or policies of insurance so as to insure the work in progress, including coverage for public liability, fire, flood, worker's compensation and comprehensive loss.
17. The obligations of the Grantor under this Agreement are subject to the availability of funds lawfully appropriated for its purposes by the Grantor, as well as Recipient's compliance with any conditions and terms imposed herein.
18. The Recipient warrants and represents they possess the authority to enter into this Agreement, that there are no restrictions or prohibitions contained in any Article of Incorporation or By-laws against entering into this Agreement, and that it possesses

the authority and ability to undertake all obligations required of them in this Agreement.

19. The Grantor reserves the right to terminate this Agreement or to reduce the contract funding provided for herein, or to obtain reimbursement of monies previously paid if the Recipient:

- a. Fails to file required reports; or
- b. Materially fails to comply with any provision of this Agreement; or
- c. Expends funds under this Agreement for activities, services, or items outside the scope of what is provided for herein.

In the event Grantor terminates this Agreement, the Recipient shall be required to return all funds not used as of the date of termination.

20. Any notice, request, demand, or other communication required or permitted by this Agreement shall be made in writing and shall be provided by any of the following methods and to the following parties and locations:

- a. Hand delivery
- b. Mailed registered or certified mail, return receipt requested.

GRANTOR:

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

COPIES TO:

Grants Administration Division
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

RECIPIENT:

Name: **CYNTHIA ASHLEY**

Address: **1802 AVENUE D, FORT PIERCE, FLORIDA 34950**

21. This Agreement shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

22. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

23. Recipient warrants and represents that all of its employees are treated equally during employment without regard to race, creed, religion, color, age, sex, family status, national origin or handicap. Recipient warrants and represents that they shall not deny assistance to exclude any person from participation any person or entity based on

race, creed, religion, color, age, sex, family status, national origin or handicap.

24. Recipient warrants that it will establish and adopt policies and safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, whether for themselves or those with whom they have business, family, or other ties.
25. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter in this Agreement that are not contained in this Agreement. Accordingly it is agreed that no deviation from the terms herein shall be allowed. Any modification or alteration of this Agreement shall be by written document executed with the formality and of equal dignity herewith.
26. Without the written consent of the Grantor, this Agreement is not assignable by Recipient.
27. If any term or provision herein or the application thereof shall be held invalid or unenforceable as to any person or circumstance, then the application of such term or provision to other persons or circumstances shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Grantor and the Recipient have executed this Agreement as of the date first about written.

CITY OF FORT PIERCE, FLORIDA

Grantor:

Attestation:

By: _____
Linda Hudson
Mayor

By: _____
Linda Cox
City Clerk

Approved as to form and correctness:

Pete Sweeney
City Attorney

Recipient: _____

By: _____

Signature of Person Eligible to Sign on Behalf of Business

EXHIBIT A

1. This Historic Avenue D Business District Commercial Façade Improvement Grant Award to **CYNTHIA ASHLEY** is for the renovation of property located at **1802 AVENUE D, FORT PIERCE, FL 34950**. This grant will provide funds to assist with property improvements, including landscaping, fencing, signage, as submitted in the attached grant application.

2. The grantee will provide to the Grantor proof of the following prior to receiving reimbursement payment(s):
 - a. Copies of all invoices and proof of payment for purchases associated with this award;
 - b. Inspection of project by City Staff; and
 - c. Monthly Progress Reports.

3. The grantee will include language in any contract and subcontract to contractually commit each agent, contractor and sub grantee to compliance with this agreement.

4. If, at any time, the Recipient is unable to comply with any provision of this agreement, the Grantor shall be notified immediately.

5. Funds awarded under this grant contract must be expended by September 30, 2020. Expended means the purchases identified herein have been fulfilled, as evidenced by documentation of final payment to Recipient by Grantor.

APPROVED GRANT AWARD \$5000.00

In order to insure expenditure of funds, Recipient will provide to the Grantor no less than a monthly status report on the progress of the project(s).

Exhibit B

Commercial Façade Grant
Award Disbursement Schedule

X Funds shall be disbursed upon receipt of invoice(s) for services or materials, proof of payment of said invoice(s) and visual inspection of materials and/or work performed by City Staff.