

**AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND
LINCOLN PARK MAINSTREET, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 (“City”), and LINCOLN PARK MAINSTREET, INC., a Florida not-for-profit corporation, with its principal office located at 532 N. 13th Street, Fort Pierce, FL 34950 (“LPMS”) (collectively, “Parties”).

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate revitalization of communities within its jurisdiction to enhance the overall prosperity, preservation-based economic development, and quality of life for its residents; and

WHEREAS, LPMS has expertise, resources, and a mission aligned with boosting prosperity and improving the well-being and livability for community members; and

WHEREAS, LPMS has assisted the City achieve its revitalization and economic development goals pursuant to Federal Community Development Block Grant Agreements; and

WHEREAS, LPMS is willing to continue to assist the City achieve its revitalization and economic development goals pursuant to this Agreement; and

WHEREAS, the City Commission approved \$50,000 in grants and aids to LPMS as part of its budget approval for Fiscal Year 2024-2025.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** LPMS’s responsibility under this Agreement is to provide those Services and Deliverables supporting the City’s revitalization and economic development goals set forth in Exhibit A (“Services”).
2. **TERM.** The term of this Agreement shall be one (1) year beginning on October 1, 2024.
3. **COMPENSATION.** The City agrees to compensate LPMS for services rendered pursuant to this Agreement in four installments as follows:

October 1, 2024	Payment 1	\$12,500	(or within thirty (30) days of Agreement approval, whichever is later)
February 1, 2025	Payment 2	\$12,500	

May 1, 2025	Payment 3	\$12,500
August 1, 2025	Payment 4	\$12,500

The City's obligation to pay LPMS under this Agreement does not arise if LPMS fails to satisfactorily perform those Services delineated in Exhibit A, fails to meet its Reporting and Accountability obligations set forth in Paragraph 4, or violates any terms of this Agreement.

The City shall deduct from any amount owed to LPMS under this Agreement all monies owed to the City or its affiliates under any other agreement or understanding if the amount owed by LPMS to the City or its affiliate has been outstanding for more than thirty (30) days.

4. REPORTING AND ACCOUNTABILITY.

- a. Quarterly Reports: LPMS shall provide the City with quarterly reports on or before January 15, 2025; April 15, 2025; July 15, 2025; and September 30, 2025, on the form provided at Exhibit B. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.
- b. Financial Statements: LPMS shall submit financial statements quarterly with each Quarterly Report outlined in paragraph 4(a) above. In addition, LPMS shall submit a financial statement within seven (7) days upon request of the City at any time, in the City's sole discretion, for any reason. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.
- c. Bi-Annual Presentations to City Commission: LPMS shall make bi-annual presentations to the City Commission in April of 2025 and September of 2025, detailing its activities for the preceding months, progress of the economic development activities, project updates, and any other relevant information. It shall be LPMS's responsibility to coordinate these City Commission presentations with staff. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.
- d. Bi-Annual Reports: LPMS shall provide the City with bi-annual reports in April and September to coincide with its Bi-Annual Presentations to City Commission. LPMS's Bi-Annual Reports shall be on the form provided at Exhibit B. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.

- 5. **AUDIT.** LPMS agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement,

have access to and the right to examine any directly pertinent books, documents, papers, and records of LPMS involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

6. **NON DISCRIMINATION.** LPMS covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.
7. **TERMINATION.** This Agreement may be terminated by either party with thirty (30) days written notice if either party believes that the other party has failed to meet its obligations. Upon termination, the City shall have no further obligation to pay LPMS any additional money as contemplated in Paragraph 3 above.
8. **INDEPENDENT CONTRACTOR.** LPMS is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the City and LPMS, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
9. **INSURANCE REQUIREMENTS.** LPMS will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional liability insurance.

Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit.

Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability.

Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate.

If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, LPMS will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph.

LPMS is responsible for the payment of any deductibles or self-insured retentions.

City will be named as additional insured under LPMS's general liability insurance and automobile liability insurance policies.

10. INDEMNIFICATION. LPMS shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of LPMS and persons employed by or utilized by LPMS in its performance of this Agreement.

LPMS's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon LPMS whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

LPMS's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

11. E-VERIFY SYSTEM. All requirements of Section 448.095, Florida Statutes, shall be complied with by LPMS.

In accordance with Section 448.095, Florida Statutes, LPMS shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If LPMS enters into a contract with a subcontractor performing work or providing services on its behalf, LPMS shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

LPMS shall, upon request, provide evidence of compliance with this provision to the City.

A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. LPMS is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

12. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. PUBLIC RECORDS. LPMS shall abide by all public records laws, and specifically:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS **AT** **772-467-3065,**
PUBLICRECORDS@CITYOFFORTPIERCE.COM, **100 N. US**
HIGHWAY 1, FORT PIERCE, FL 34950.

14. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and LPMS each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Neither the City nor LPMS shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and LPMS.

15. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

16. **NOTIFICATION.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
Fort Pierce, FL 34950

LPMS:
Lincoln Park Main Street, Inc.
c/o Pamela Carithers
P.O. Box 3224
Fort Pierce, FL 34948

Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

17. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION,

OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

18. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, 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.
19. **WAIVER.** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other, provision, or the enforcement thereof. City's consent to or approval of any act by LPMS requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by LPMS requiring consent or approval, whether or not similar to the act so consented or approved.
20. **COMPLIANCE WITH LAWS.** LPMS, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. LPMS agrees to secure all permits required for all events, including Special Event permits, and agrees to comply with all permit conditions. The City undertakes no duty to ensure such compliance, but will attempt to advise LPMS, upon request, as to any such laws of which it has present knowledge.

Before beginning services under this Agreement, LPMS shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit C) to the City.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and LPMS and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

CITY OF FORT PIERCE:

Linda Cox, City Clerk

Linda Hudson, Mayor

Date:

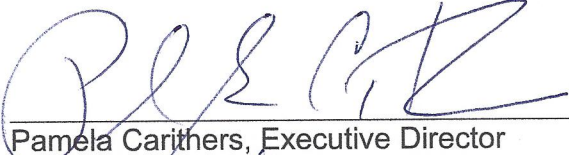
**APPROVED AS TO FORM
AND CORRECTNESS:**

Sara Hedges, City Attorney

WITNESSES:

LINCOLN PARK MAIN STREET, INC

By: David T. Washington
Name: D. T. Washington
Address: 2010 Gray Falcon Circle SW
Vero Beach, FL 32962


Pamela Carithers, Executive Director

2/26/2025
Date:

By: CHRIS Taylor
Name: Chris Taylor
Address: 532 N. 13th St.
Ft. Pierce, FL 34950