

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1999, by and between the City of Gainesville, a municipal corporation of the State of Florida, ("City,") and the East Gainesville Development Task Force, Inc., a corporation in the State of Florida, ("Task Force");

WITNESSETH:

The City and the Task Force, for and in consideration of the mutual covenants herein made and the benefits flowing from each party to the other, do hereby agree as follows:

SECTION 1. Scope of Services. The Task Force agrees to provide to the City the following services pursuant to the goals and objectives identified during an extensive planning process which involved Eastside residents and was initiated through the efforts of the Gainesville Enterprise Zone Development Agency, the Gainesville Area Chamber of Commerce and the City:

- a. Implement a community and economic development action plan for the Eastside, Sections Three (Implementation) and Four (Action Plan) of which are marked as Attachment "A" and attached hereto and incorporated herein by reference. Those Strategic Action Steps identified in Attachment "A" scheduled to be completed within the term of this agreement shall be eligible for reimbursement. The activities and programs of the action plan shall be consistent with the comprehensive plan adopted by the City.
- b. Produce, as part of the action plan, an annual work program reflecting the following priorities:
 - (1) Operate and staff the Eastside Business Owners Association established in 1998;
 - (2) Provide advocacy for and facilitate Eastside business (retail, professional, and entertainment) development that will promote economic diversity;
 - (3) Monitor the openings and closings of Eastside businesses;

- (4) Create neighborhood associations in Eastside neighborhoods where they do not exist, and provide support for those that do;
 - (5) Coordinate with the Gainesville Police Department and the Alachua County Sheriff's Office to expand crime watch programs into Eastside areas where they do not exist;
 - (6) Provide support for organizations dedicated to creating affordable housing;
 - (7) Assess the potential for new tourist attractions on the Eastside.
- c. Provide as part of the final report required in Section 6.e. of this agreement, an annual community development report summarizing the community and economic development trends and activities on the Eastside, including the following:
- (1) A review of the annual work program of the Action Plan, particularly as it relates to the objectives, policies, and criteria contained in this agreement.
 - (2) An annual report on business activity on the Eastside including the number of new businesses established and the number of persons employed by those businesses.
 - (3) A report on the number of neighborhood associations assisted and formed including the names and locations of those neighborhoods.
 - (4) Advice, cooperation, and assistance, as may be requested, in developing City policy and programs in the following areas:
 - (a) Application for and review of applications for grant funds and other funds for community and economic development assistance on the Eastside;
 - (b) Coordination of educational, professional, technical, and vocational training opportunities with the needs of new and existing Eastside businesses.

SECTION 2. Term. This agreement shall commence January 1, 1999 and terminate on December 31, 1999. If budget approval for these contracted services for the City's Fiscal year 2000 equals funds budgeted in FY 1999, this Agreement will automatically extend from January 1, 2000 through December 31, 2000 , unless terminated in accordance with Section 13.

SECTION 3. Compensation. In consideration of the services and activities actually, timely, and faithfully rendered by the Task Force, the City agrees to reimburse the Task Force an amount not to exceed Thirty Seven Thousand Five Hundred Dollars (\$37,500.00). All services reimbursed must be for eligible costs incurred during the period of this agreement. The City will reimburse the Task Force for eligible costs in the following categories:

- (a) Personnel.
- (b) Employee benefits, non-salary (includes any unemployment insurance and Worker's Compensation).
- (c) Professional fees, dues, and publications.
- (d) Supplies.
- (e) Telephones (local and long distance).
- (f) Postage.
- (g) Occupancy expenses (includes rent and utilities).
- (h) Copying, printing and advertising expenses.
- (i) Approved staff travel, which shall be within the guidelines of the City, a copy of which is attached as Exhibit B.
- (j) Insurance.
- (k) Office machinery and equipment.
- (l) Advertising, marketing and public relations expenses not to exceed \$2,000

SECTION 4. Method of Reimbursement.

- a. All requests for reimbursement will be packaged and will contain the following documents:
 - (1) A legible copy of the paid invoice from the vendor; or,
 - (2) Payroll records containing gross pay, amounts withheld, taxes withheld and matched; and,
 - (3) A copy of the canceled check, front and back, written by the Task Force to pay the bill;
 - (4) A cover letter on the reimbursement package that enumerates by category the reimbursement requested and contains a certification by the Task Force's chief executive officer that these amounts have been spent by the Task Force for a public purpose in accordance with Section 125.045, Florida Statutes, and the terms of Section 3

of this agreement, and have not been submitted to or reimbursed by any other public or private organization or person.

- b. Upon execution of this agreement, the Task Force may request a single advance to cover the thirty (30) to sixty (60) day reimbursement processing period. The advance will not exceed the amount of Ten Thousand Dollars (\$10,000.00). Repayment of the advance will occur at the end of the agreement period when the final reimbursement requests will be credited against the advance.

- c. The Task Force shall promptly submit requests for reimbursement to the City on a monthly basis, with appropriate invoices and checks attached, for actual expenditures incurred under this Agreement, subject to the limitations provided for in Section 3 hereof. All requests for reimbursements shall be addressed to:

Economic Development Director
City of Gainesville, Station 7
Post Office Box 490
Gainesville, FL 32602

Payment shall be submitted to:

East Gainesville Development Task Force, Inc.
Post Office Box 602
Gainesville, FL 32602-0602

SECTION 5. Return of Funds. Any City funds not expended for the services set forth herein shall be returned to the City.

SECTION 6. Audit, Records, and Reporting. The Task Force agrees to:

- a. Maintain financial records and reports relating to the utilization of all funds provided to the Task Force by the City. Within 90 days of the end of the Task Force's fiscal year, provide the City Economic Development Director two (2) copies of the Task Force's annual independent audit of financial statements and any other correspondence related to audit findings or recommendations. Such audits shall be performed in accordance with generally accepted audit standards and shall be performed by a Certified

Public Accountant licensed by the State of Florida.

- b. Submit operating financial statements to the City on a quarterly basis, or more frequently as may be requested by the City.
- c. Maintain such books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly account for all funds of any nature.
- d. Ensure that all records identified herein which relate to funding provided by the City shall be available at all times for inspection, review, or audit by personnel duly authorized by the City.
- e. Furnish the City with quarterly evaluation reports detailing what has been done and what is planned within the current contract year, and to furnish such other reports and information that the City may require. Quarterly reports are due within thirty (30) days after the last day of the quarter. A final report as described in Section 1.c. shall be made within thirty (30) days after the end of the Task Force's fiscal year which ends on December 31, 1999.

SECTION 7. Independent Contractor and Indemnification. The Task Force shall act as an independent contractor in providing the services identified herein and not as an employee, agent, partner or joint venturer of the City for all aspects associated with or covered by this agreement. The Task Force is responsible for the means, method, technique, sequence and procedure utilized in the performance of this agreement. The Task Force shall be liable and agrees to be liable for and shall indemnify, defend, and hold harmless the City, its employees, agents, or officers from all claims, suits, judgments, or damages arising from the performance of the services of the Task Force, its subcontracts and agents.

SECTION 8. Retention of Records. The Task Force shall retain all books, records, and other documents relative to this agreement for three (3) years after final payment. Any persons duly authorized by the City shall have the right to examine any of such materials during such three- year period.

SECTION 9. Monitoring. The Task Force shall allow the City's official representative to attend all meetings of the Task Force's Board of Directors.

SECTION 10. Amendments. This Agreement may only be amended by mutual written

agreement of the parties hereto.

SECTION 11. Assignment. The Task Force shall not assign, convey, pledge, or otherwise dispose of any interest in this agreement or funds provided by the City, and shall not transfer any interest in the same.

SECTION 12. Entire Agreement. This agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

SECTION 13. Termination With or Without Cause. Either party may give written notice to the other party of its desire to terminate this agreement, with or without cause, on a specified time and date thereafter. Such written notice to terminate this agreement shall be given no less than thirty (30) days prior to the date this agreement shall be so terminated, with twenty-four (24) hours notice in the event funds become unavailable to any party for any reason whatsoever. The City shall be the sole and final authority as to the availability of funds. In the event of such termination, the Task Force shall be paid by the City for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, for all other services authorized in writing by the City.

SECTION 14. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and either personally delivered or sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The City's representative and the Task Force's representative are as follows:

City: City Manager
City of Gainesville, Station 7
Post Office Box 490
Gainesville, FL 32602

Task Force: President
East Gainesville Development Task Force, Inc.
Post Office Box 602
Gainesville, FL 32602-0602

SECTION 15. Laws and Regulations. The Task Force will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Task Force is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Task Force is not familiar with state and local laws, ordinances, code rules and regulations, the Task Force remains liable for any violation and all subsequent damages or fines.

SECTION 16. Insurance. If the Task Force carries commercial insurance of any type, then a copy of said insurance shall be provided to the City for its records.

SECTION 17. Collusion. By signing this agreement, the Task Force declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud. By signing this agreement, the Task Force declares that no City Commissioner, other City officer, or City employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Task Force, nor will directly or indirectly benefit by more than five (5) percent from the profits or benefits of this agreement.

SECTION 18. Conflict of Interest. The Task Force warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Task Force shall notify the City of any conflict of interest due to any other clients, contracts, or property interests.

SECTION 19. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 20. Severability. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect to the extent practical.

SECTION 21. Non Waiver. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

SECTION 22. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Gainesville, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CITY OF GAINESVILLE

ATTEST:

By: _____

Wayne Bowers, City Manager

Print: _____

Title: _____

EAST GAINESVILLE DEVELOPMENT TASK
FORCE, INC.

ATTEST:

By: _____

Edward L. Jennings, Jr., President

Print: _____

Title: _____