

## AGREEMENT

THIS AGREEMENT made September \_\_\_\_, 2020, is entered into between the CITY OF VENICE, FLORIDA, a municipal corporation, hereinafter referred to as the "CITY," and the VENICE MUNICIPAL MOBILE HOME OWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "ASSOCIATION."

WHEREAS, the CITY owns and operates the Venice Municipal Mobile Home Park located in Venice, Sarasota County, Florida, hereinafter referred to as the "PROPERTY;" and

WHEREAS, the ASSOCIATION is interested in the maintenance and operation of the PROPERTY; and

WHEREAS, the ASSOCIATION wishes to continue responsibility for certain maintenance and operational aspects of the PROPERTY in order to provide a high level of service and to lessen the need for future rent increases.

In consideration of the mutual covenants set forth herein, the CITY and ASSOCIATION agree as follows:

1. The ASSOCIATION shall maintain the PROPERTY in a good state of appearance, safety, and cleanliness, as provided for under Section 723.022(2), Florida Statutes, and at a level of maintenance and repair at least equal to the level of maintenance and repair provided by the CITY at all other City facilities, hereinafter referred to as "MAINTENANCE." The MAINTENANCE shall consist of, but not be limited to, cleaning, painting, plumbing, electrical work, carpentry, janitorial service, pest control, landscaping of common areas, lawn care (grass, shrubs, trees, and weed control), signage, road maintenance and all other necessary items. The ASSOCIATION shall provide all labor and materials necessary for the MAINTENANCE.

2. The term of this AGREEMENT shall commence on October 1, 2020, and shall end on September 30, 2021, unless terminated earlier.

3. The CITY shall pay the ASSOCIATION for MAINTENANCE an annual amount of Forty-Five Thousand, Seven-Hundred and 00/100 Dollars (\$45,700.00), in twelve (12) installments, commencing on October 10, 2020, and continuing on or before the 10<sup>th</sup> day of every month thereafter, according to the following schedule:

1. October 2020	\$5,440.00
2. November 2020	\$5,440.00
3. December 2020	\$5,440.00
4. January 2021	\$5,440.00
5. February 2021	\$5,440.00
6. March 2021	\$5,440.00
7. April 2021	\$5,440.00

8. <i>May 2021</i>	<i>\$1,524.00</i>
9. <i>June 2021</i>	<i>\$1,524.00</i>
10. <i>July 2021</i>	<i>\$1,524.00</i>
11. <i>August 2021</i>	<i>\$1,524.00</i>
12. <i>September 2021</i>	<i>\$1,524.00</i>

The ASSOCIATION recognizes that it does not enjoy the Florida State Sales Tax Exemption status of the City.

4. During the term of this AGREEMENT, the CITY shall pay up to, but not to exceed, One-Hundred-Seventy Thousand, Eight-Hundred and 00/100 Dollars (\$170,800.00) for Capital or major maintenance projects. Projects must be requested by the ASSOCIATION each fiscal year and be pre-approved in the CITY budget. Contracts for these projects shall be negotiated by the ASSOCIATION in accordance with CITY procurement policies and must be approved in writing by the Airport Director prior to commencement. The ASSOCIATION shall be responsible for project management and oversight; however, the CITY reserves the right to conduct periodic inspections. Upon project completion, the CITY reserves the right to complete a final inspection prior to payment being released to the vendor(s). Payment for these projects will be made by the CITY directly to the vendor(s).

5. The CITY shall reserve the right to conduct periodic inspections to ensure the ASSOCIATION is conducting the MAINTENANCE in accordance with this AGREEMENT. Following any unsatisfactory inspections, the ASSOCIATION shall have thirty-days (30) to bring any non-complying issues into compliance.

6. The ASSOCIATION shall procure and maintain, during the life of this AGREEMENT, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written approval by the CITY.

Commercial General Liability providing coverage for premises and operations including but not limited to: bodily injury; property damage; contractual, products and completed operations; explosion, collapse and underground; contractual; and personal injury. If the ASSOCIATION shall, at any time, apply pesticide and/or herbicide, then pesticide and herbicide applicator coverage shall also be included. Limits shall not be less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

**Policy Form:**

A. All policies required by this AGREEMENT, unless specific approval is given by the CITY, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its Elected Officials, Officers, Agents and Employees as additional insured as their interest may appear under this AGREEMENT. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

B. Each insurance policy required by this AGREEMENT shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

C. All policies required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty-days (30) prior written notice to the CITY by certified mail, return receipt requested.

D. The CITY shall retain the right to review coverage form/policy, and amount of insurance.

E. The procuring of required policies of insurance shall not be construed to limit the ASSOCIATION's liability nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

F. The ASSOCIATION shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this AGREEMENT and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the CITY is an insured under the policy.

G. Certificates of insurance evidencing occurrence from coverage and conditions to this AGREEMENT are to be furnished to the CITY ten-business-days (10) prior to commencement of this AGREEMENT and a minimum of thirty-calendar-days (30) prior to expiration of the insurance policy.

H. Notices of claims associated with this AGREEMENT shall be provided to the ASSOCIATION's insurance company and the CITY, as soon as practicable after notice to the ASSOCIATION.

I. Any contractor or vendor hired to perform construction, installation or repairs shall furnish certificates of insurance naming the CITY, its Elected Officials, Officers, Agents, Employees, and the Venice Municipal Mobile Home Owners Association as additional insureds, including completed operations. The CITY shall retain the right to review coverage form/policy, and amount of insurance and determine at its sole discretion whether such coverage is acceptable.

6.1 The ASSOCIATION shall indemnify, defend, and hold harmless the CITY, its Officers and Employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the ASSOCIATION and persons employed or utilized by the Lessee in connection with this AGREEMENT.

7. In connection with the performance of work under this AGREEMENT, the ASSOCIATION agrees not to discriminate against any person on the basis of race, color, religion,

sex, national origin or ancestry, age or physical handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8. The ASSOCIATION shall comply with all rules, regulations, codes, resolutions, ordinances, and laws, which apply to the maintenance and operation of the PROPERTY.

9. The CITY shall perform all management functions associated with operation of the PROPERTY, including, but not limited to, lot rental, rent collection, rulemaking, rule enforcement, and lease administration.

10. Termination. This AGREEMENT may be terminated by the CITY without cause, by giving thirty (30) days' prior written notice to ASSOCIATION of the intention to cancel, or with cause at any time ASSOCIATION fails to fulfill or abide by any of the terms or conditions specified. Failure of ASSOCIATION to comply with any of the provisions of this AGREEMENT shall be considered a material breach of contract and shall be cause for immediate termination of the AGREEMENT at the discretion of the CITY. The ASSOCIATION may terminate this AGREEMENT only by mutual consent of both parties.

11. Any notice required by this AGREEMENT shall be delivered by hand or certified mail addressed to the CITY at Venice Municipal Airport, 150 Airport Avenue East, Venice, FL 34285 and addressed to the ASSOCIATION at 780 South Tamiami Trail, Box 5294, Venice, FL 34285.

12. ASSOCIATION agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services under this AGREEMENT; upon the request of the CITY's Custodian of Public Records, by providing the CITY with copies of or access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 term of the AGREEMENT, and following completion of the AGREEMENT if the ASSOCIATION does not transfer the records to the CITY; and upon completion of the AGREEMENT by transferring, at no cost, to CITY all public records in possession of ASSOCIATION or by keeping and maintaining all public records required by the CITY to perform the Services. If the ASSOCIATION transfers all public records to the CITY upon completion of the AGREEMENT, the ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ASSOCIATION keeps and maintains public records upon completion of the AGREEMENT, the ASSOCIATION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 WEST VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882- 7390 OR LSTELZER@VENICEGOV.COM.**

13. This AGREEMENT may not be assigned by the ASSOCIATION.

14. The laws of the State of Florida shall govern all provisions of this AGREEMENT. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this AGREEMENT or any other document or act required by this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

15. This AGREEMENT constitutes the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This AGREEMENT shall be binding upon the successors and assigns of the parties.

Executed at Venice, Florida on the date first above written.

ATTEST:

CITY OF VENICE

\_\_\_\_\_  
Lori Stelzer, City Clerk

BY: \_\_\_\_\_  
Ron Feinsod, Mayor


Approved as to Form and Correctness

\_\_\_\_\_  
Kelly M. Fernandez, City Attorney

VENICE MUNICIPAL MOBILE HOME  
OWNERS ASSOCIATION, INC.

WITNESS:

  
\_\_\_\_\_  
Wendy Keller

BY:   
\_\_\_\_\_  
Salvatore Favaloro, President