

PARTNERSHIP FUNDING AGREEMENT

THIS PARTNERSHIP FUNDING AGREEMENT (hereinafter referred to as the “Agreement”), entered into this ____ day of _____, 2022, by and between the CITY OF VENICE, a municipality duly enacted under the laws of the State of Florida, whose address is 401 W. Venice Ave., Venice, Florida 34285 (hereinafter referred to as “City”), and FAMILY PROMISE OF SOUTH SARASOTA COUNTY, INC., a Florida not-for-profit corporation, whose address is 850 Cockrill Street, Venice, Florida 34285 (hereinafter referred to as “Partner”). These entities are referred to collectively herein as “the parties.”

W I T N E S S E T H

WHEREAS, Partner is a not-for-profit whose mission is to help families experiencing homelessness and low-income families achieve sustainable independence through a community-based response; and

WHEREAS, Partner intends to purchase a new 10-unit housing complex located on Substation Road in Venice to be used as transitional housing for families who cannot afford market rental rates as they work towards self-sufficiency (hereinafter referred to as the “Partner Project”); and

WHEREAS, City desires to support the Partner Project with the specific funding set forth herein; and

WHEREAS, the Partner Project will benefit the City as it will provide a stable home for local families that could not otherwise afford to live in Sarasota County given rapidly increasing rents due to market conditions; and

WHEREAS, the City and Partner desire to memorialize their agreement regarding the funding for the Partner Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the City and Partner agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into the substantive body of this Agreement as if set forth therein.

2. City Funds. City agrees to provide funding in the amount of Fifty Thousand and 00/100 dollars (\$50,000.000) to the Partner for the Partner Project (hereinafter "City Funds"). The City shall provide the City Funds to the Partner no later than thirty (30) days of the City's receipt of a written request from the Partner and Partner's completion of the City's ACH Enrollment Form. City shall make payment of the City Funds via the City's ACH Vendor Payment System. The Partner shall maintain the City Funds in such a way as to ensure satisfactory record-keeping, monitoring and auditing as provided in Paragraph 5 of this Agreement.

3. Partner Project. Partner shall ensure that the City Funds are expended exclusively for the Partner Project, which directly benefits the citizens of the City of Venice

4. Return of City Funds. If the Partner has not expended the City Funds by September 30 of the City's budget year within which the City Funds were provided, then Partner shall immediately, and without further action on the City's part, return the unused portion of the City Funds to the City. This timeframe for the return of City Funds may be extended upon the written request of Partner and the written consent of the City. In no event, shall the timeframe be extended beyond one (1) year from the date on which the City made payment of the City Funds to Partner.

5. Audit. Partner shall maintain and keep books and records as are reasonably necessary to audit, track and verify all expenditures of the City Funds under this Agreement. The Partner shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement, or until all outstanding audits are closed, whichever is later. The

City shall have the right to independently examine, audit, inspect and transcribe the books and records of the Partner related to this Agreement. Any and all such records shall be made available for review by the City during normal business hours on reasonable notice to the Partner.

6. Notice. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of (i) the date and time the same are personally delivered at the address set forth below, (ii) on the same day if sent between 8:00 A.M. and 6:00 P.M. on Monday through Friday via e-mail or facsimile transmission to the respective e-mail addresses or facsimile numbers set forth below, (iii) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or (iv) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt or written confirmation may be obtained, and addressed as follows:

To the City at the following address:

Ed Lavallee, City Manager
City of Venice
401 W. Venice Ave.
Venice, Florida 34285
Phone: (941) 486-2626
Fax: (941) 480-3031
Email: elavallee@venicefl.gov

To the Partner at the following address:

Name, Position Jennifer Fagenbaum, Executive Director
Family Promise of South Sarasota, Inc.
Address 850 Lockwood St., Venice FL 34285
Phone: 941-497-9881
Fax: 941-218-6554
Email: jf@familypromisessc.org

or to such other address as either party hereto shall from time to time designate to the other party

by notice in writing as herein provided.

7. Assignment. Neither party may assign this Agreement or any portion thereof, without the prior written consent of the other party.

8. Third Parties. There shall be no third-party beneficiaries with respect to this Agreement and no right nor any cause of action shall accrue to or the benefit of any third party.

9. Governing Law and Venue. This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding related to this Agreement shall be brought in Sarasota County, Florida.

10. Public Records. To the extent applicable, Partner agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the City in order to perform the services under the Agreement by doing the following: upon the request of the City's Custodian of Public Records, providing the City with copies of or access to public records on the same terms and conditions that the 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 this Agreement and following completion of the Agreement if the Partner does not transfer the records to the City; and upon completion of the Agreement by transferring, at no cost, to the City all public records in possession of the Partner or by keeping and maintaining all public records required by the City to perform the services. If the Partner transfers all public records to the City upon completion of the Agreement, the Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Partner keeps and maintains public records upon completion of the Agreement, the Partner 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 PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'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, LSTELZER@VENICEGOV.COM, OR (941) 882-7390.

11. Captions. The captions in this Agreement are for convenience of reference only and do not describe the scope or intent of this Agreement or the interpretation or construction thereof.

12. No Joint Venture or Agency. Nothing contained in this Agreement or in any other document executed in connection herewith, is intended or shall be construed to establish the City as a joint venturer or partner, team member, contractor, agent, or assign of the Partner. The City and Partner, along with their respective agents and assigns shall perform all activities that are required by this Agreement as separate and independent entities and not as agents of the other party hereto. Nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Partner Services.

13. Severability. If any sentence, phrase, section, provision or any portion thereof of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding effect of the remainder of this Agreement.

14. Default Notice. The City and Partner will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

15. Non-Action or Failure to Observe Provisions. The failure of either party to promptly insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any right or remedy and shall not be deemed a waiver of a subsequent default or nonperformance of such term.

16. Modification. Modification of this Agreement may only be made by written agreement of the parties hereto.

17. Defaults. Failure by either the City or Partner to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement and 1) if such default is not cured or remedied within thirty (30) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default or 2) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation the right to terminate this Agreement. Upon any such termination, Partner shall immediately return the City Funds to the City and this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. This provision shall survive termination of this Agreement.

18. No Waiver of Regulatory Authority. Nothing in this Agreement operates as a waiver of the City's regulatory authority, including, though not exclusively, with respect to the Partner Services.

19. Litigation and Attorney's Fees. In the event either party to this Agreement should bring or defend any suit to enforce or interpret any provision hereof, the predominantly prevailing party shall be entitled to reasonable attorney's fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorney's fees, costs and expenses incurred before, during or after trial or in any appellate proceedings. The terms of this section shall survive the termination of this Agreement.

20. Indemnification. Partner hereby agrees to indemnify, release and hold the City, its agents, assigns, employees, elected and appointed officials, harmless from and against any and all claims, causes of action, liability and damages (including attorney's fees) that may arise under this Agreement, except to the extent that said claims, causes of action, liability and damages arise from the negligence of the City.

21. Effective Date. This Agreement shall be effective upon the date of full and complete execution by both parties hereto.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and controls any and all prior agreements, undertakings, representations and statements.

IN WITNESS WHEREOF, City and Partner set their hands and seals hereto on the day
and year first above written.

CITY OF VENICE, FLORIDA

ATTEST:

Ron Feinsod, Mayor

APPROVED AS TO FORM:

City Attorney

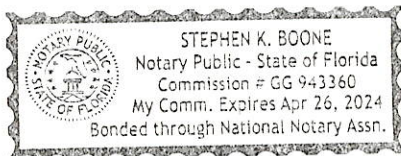
**PARTNER, FAMILY PROMISE OF SOUTH
SARASOTA COUNTY, INC.**

Print Name: Jennifer Fagenbaum
Its: Executive Director

STATE OF FLORIDA
COUNTY OF SARASOTA

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of ☒ physical
presence or ☐ online notarization, this 7th day of January, 2022 by
Jennifer Fagenbaum, who is personally known to me or produced
FDL as identification.

(SEAL)



NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA
Printed Name: Stephen K. Boone
My Commission Expires: 4-26-24