

[\*\*Only highlighted pages of the agreement are included\*\*]

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
THE CITY OF PENSACOLA AND  
VETERANS MEMORIAL PARK FOUNDATION OF PENSACOLA, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October 2020, by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Veterans Memorial Park Foundation of Pensacola, Inc. ("Recipient"), a non-profit corporation authorized to do business in the State of Florida, located at 1017 North 12<sup>th</sup> Avenue, Pensacola, Florida 3250, and having the Federal Tax Identification Number of 46-3073405. City and Recipient are collectively hereinafter referred to as the "Parties" and individually as "Party" hereinafter.

**WITNESSETH:**

WHEREAS, the City is authorized under Section 166.021, Florida Statutes, to perform those acts, including the expenditure of public funds which serve a municipal purpose; and

WHEREAS, Recipient serves the residents of Pensacola by providing restroom facilities at the Veterans Memorial Park located in the City of Pensacola; and

WHEREAS, Recipient's services benefit the City's welfare and the civic good; and

WHEREAS, in order to preserve and expand such services, Recipient has requested the appropriation of City public monies to it; and

WHEREAS, as contribution towards the preservation and expansion of such services, City has appropriated from the General Fund's Fiscal Year 2021 budget, the sum of \$50,000 to fund, subject to the terms and conditions herein, Recipient's work program ("Scope of Services") generally described as:

Providing restroom facilities at the Veterans Memorial Park

as provided in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, as a condition of the acceptance of such funds, Recipient warrants the undersigned representative of the Recipient is authorized to sign this Agreement binding it; and

WHEREAS, given the above, City has determined that said expenditure of City monies serves a municipal purpose in advancing the health, safety, and general welfare of the residents of Pensacola;

NOW, THEREFORE, IN CONSIDERATION of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the Parties, and specifically the appropriation and disbursement of funds by City and the services to be provided by Recipient, and the mutual covenants herein, the Parties do hereby agree as follows:

Section 1. Recitals.

The Parties acknowledge and agree that the recitals above are true and correct and are hereby incorporated in this Agreement.

## Section 2. Authority to Contract.

Recipient acknowledges and agrees that pursuant to the Charter of the City of Pensacola, upon approval of appropriations by the City Council, the Mayor is the public official with responsibility and authority to administer and enforce the provisions of this Agreement and that the Mayor may do so through such designees as he may deem appropriate. For the purposes of making disbursements, reviewing performance, acquiring information, performing audits, and such other tasks as may be deemed appropriate, the Mayor hereby designates the Finance Director of the City and such members of the City's Finance Director's staff as he may appoint, to fulfill the responsibilities of administration of this Agreement.

## Section 3. Restrictions on Use of Funds.

Recipient shall:

- a. expend the funds allocated to Recipient under this Agreement solely for the purposes contemplated herein in Exhibit A; and
- b. return to City, within fifteen (15) days of demand, all City funds paid to Recipient upon the City's Finance Director's determination that Recipient's provision of services or performance under this Agreement has been unsatisfactory or that Recipient has not complied with any federal, state, or local law, rule, regulation, resolution or policy; and
- c. return to City all funds expended for disallowed expenditures as determined by the City's Finance Director's, including but not limited to:
  - i. payments for debts such as losses arising from uncollectible accounts, other claims, and related costs;
  - ii. payments for contingencies including contributions to a contingency reserve or any similar provisions for unforeseen events;
  - iii. contributions or donations unless otherwise expressly provided for in this Agreement;
  - iv. payments of entertainment costs such as amusements, social activities, or any direct or incidental costs relating thereto, including meals, beverages, lodgings, rentals, transportation, and gratuities;
  - v. payments of fines or penalties, including but not limited to any amounts due to non-compliance with any federal, state, and local laws, regulations, or policies;

Exhibit A

Scope of Work and Approved Budget

Scope of Work: Restroom Site Work Vm P

Funding of restroom facilities at the Veterans Memorial Park for the citizens of Pensacola.

Approved Budget: \$50,000.00

Salaries, Benefits \$ N/A

Supplies \$ N/A

Travel \$ N/A

Utilities \$

Equipment \$ N/A

Other Recurring Costs:

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Total Other Recurring Costs \$ N/A

Other Non-recurring costs:

Advertising Costs/PR \$ N/A

\$

Total Other Non-Recurring Costs \$ N/A

GRAND TOTAL See Attached G.C. Proposal \$ 69,805.00