

ST. PETERSBURG CITY COUNCIL
Meeting of December 14, 2017

Report

TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: Museum of American Arts and Crafts Movement Funding Agreement

EXPLANATION: In 2013, a parcel of land located at 355 4th St. North was purchased by American Craftsman Museum, Inc., with the objective of bringing a world class museum to St. Petersburg. The Museum of American Arts and Crafts Movement, a not-for-profit 501c3 began construction in 2015, and a 303 space parking structure was completed on the site, and museum construction is now underway with an estimated completion in 2019.

The project is privately funded by Rudy Ciccarello, founder of the Two Red Roses Foundation, a Florida non-profit, and will house a world renowned collection of American arts and crafts generally from the early 1900's through the 1930's. Regarding the type of works in the collection, from the Two Red Roses website: *"The Two Red Roses Foundation is a nonprofit educational institution dedicated to the acquisition, restoration, preservation, and public exhibition of important examples of furniture, pottery and tiles, lighting, woodblocks, textiles, photography, architectural faience, and fine arts from the American Arts and Crafts Movement"*.

The museum construction project will include a 5 story, 137,100 square foot museum with exhibit space, galleries, a retail shop, event spaces, 100 seat auditorium, and an area for children's education, graphic arts studio and administrative offices. A 9,000 square foot restaurant is also part of the construction underway, adjacent to the completed 303 space parking structure. It is estimated that the project construction budget exceeds \$90,000,000, not including the collection of art. The visitor experience and prominent location of this museum complex is a welcome addition to St. Petersburg's active downtown and arts community. The Pinellas County Tourist Development Commission recommended and Pinellas County Commission recently approved a \$6,000,000 funding contribution over a three year period. That review process included an economic impact study of the museum reflecting over 150,000 visitors to the museum, 17,000 room nights annually and total operating economic output of over \$7 million annually.

FY18/19 Streetscape Improvements. Following the site purchase in 2013, MAACM pursued an aggressive design study to develop a construction plan consistent with the City's Intown Redevelopment plan and plaza parkway guidelines. Consistent with those improvements, the City is providing additional right-of-way streetscape improvements to include the following components:

- a. **3rd Avenue North.** Approaching 3rd St. North, fund replacement of existing concrete sidewalks, curb & gutter as needed and associated landscaping improvements at 3rd Street north wrapping north, maintaining pedestrian emphasis. These improvements will be complimented by a "bulb-out" at the intersection of 3rd Street North and 3rd Avenue North.

- b. **3rd Street North.** Install sidewalk, curb & gutter with associated tree and landscape replacements as needed focused on pedestrian traffic between 3rd Avenue North and 4th Avenue North. An additional "bulb-out" will be added at the intersection of 3rd Street and 4th Avenue North.
- c. **4th Avenue North.** Sidewalk improvements will be made consistent with pending FDOT work on 4th Avenue North between 3rd and 4th Streets.
- d. **4th Street North.** Assist in sidewalk/streetscape improvements fronting on 4th Street North.

The mechanism for said City streetscape improvements is a funding agreement between the City and MAACM. The funding agreement includes an example of proposed improvements as well as provisions for MAACM maintenance of said improvements as well as complimentary (rent free) utilization of mutually agreed upon portions of Museum by the City up to 12 times per year.

COST/FUNDING INFORMATION: Approving a rescission in the amount of \$300,000 from the unencumbered balance of the Citywide Infrastructure Fund (3027), Comprehensive Streetscape and Greenscape Project (Oracle No. 12897); and approving a supplemental appropriation in the amount of \$300,000 resulting from the increase in the unappropriated balance of the Citywide Infrastructure Fund (3027) resulting from the above rescission to the Museum of American Arts and Crafts Movement Streetscape Improvement Plan Project (Oracle No. TBD); Approving a rescission in the amount of \$200,000 from the unencumbered balance of the General Capital Improvement Fund (3001), Intown Streetscape Improvement FY15 Project (Oracle No. 14602) and approving a supplemental appropriation in the amount of \$200,000 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above rescission to the Museum of American Arts and Crafts Movement Streetscape Improvement Plan Project (Oracle No. TBD).

RECOMMENDATION: Administration recommends approval of the attached resolution and funding agreement between the City of St. Petersburg and the Museum of American Arts and Crafts Movement in an amount up to \$500,000 for streetscape improvements with assistance for wayfinding and marketing.

APPROVALS:

Administration:



ATTACHMENTS: Resolution, Funding Agreement

cc: Mayor Kriseman
Deputy Mayor Tomalin
Gary Cornwell
Jackie Kovilaritch
Macall Dyer
Alan DeLisle
Chris Ballestra

RESOLUTION NO. 2017 - _____

A RESOLUTION APPROVING THE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE AMERICAN CRAFTSMAN MUSEUM, INC. A.K.A MUSEUM OF THE AMERICAN ARTS AND CRAFTS MOVEMENT ("DEVELOPER") FOR THE DEVELOPER TO IMPLEMENT A STREETSCAPE IMPROVEMENT PLAN FOR THE MUSEUM OF THE AMERICAN ARTS AND CRAFTS MOVEMENT IN AN AMOUNT NOT TO EXCEED \$500,000; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FUNDING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FUNDING AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A RESCISSION IN THE AMOUNT OF \$300,000 FROM THE UNENCUMBERD BALANCE OF THE CITYWIDE INFRASTRUCTURE FUND (3027), COMPREHENSIVE STREETSCAPE AND GREENSCAPE PROJECT (ORACLE NO. 12897); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE CITYWIDE INFRASTRUCTURE FUND (3027) RESULTING FROM THE ABOVE RECISSION TO THE MUSEUM OF AMERICAN ARTS AND CRAFTS MOVEMENT STREETSCAPE IMPROVEMENT PLAN PROJECT (ORACLE NO. TBD); APPROVING A RECISSION IN THE AMOUNT OF \$200,000 FROM THE UNENCUMBERED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), INTOWN STREETSCAPE IMPROVEMENT FY15 PROJECT (ORACLE NO. 14602); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$200,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THE ABOVE RECISSION TO THE MUSEUM OF AMERICAN ARTS AND CRAFTS MOVEMENT STREETSCAPE IMPROVEMENT PLAN PROJECT (ORACLE NO. TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The American Craftsman Museum, Inc. a.k.a. Museum of the American Arts and Crafts Movement is currently constructing a 5 story, 137,100 square foot museum ("Museum") that

includes exhibit space, galleries, a retail shop, a 3,600 square foot event space, 100 seat auditorium, an area for children's education, graphic arts studio, a 9,000 square foot restaurant, and administrative offices; and

WHEREAS, the Developer has previously constructed a 303 space parking structure for the benefit of Museum patrons, surrounding businesses and residents of St. Petersburg; and

WHEREAS, City of St. Petersburg, Florida ("City") has received a request from Developer for funding to implement certain streetscape improvements, as well as assistance in marketing the Museum and installing wayfinding signs to direct people to the Museum; and

WHEREAS, museums are an important part of the economic development of the City; and

WHEREAS, using public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the City has agreed to (i) contribute an amount not to exceed \$500,000 (on a reimbursement basis) toward the costs of Developer implementing certain streetscape improvements, (ii) assist in marketing the Museum, and (iii) install wayfinding signs, subject to the terms and conditions of the Funding Agreement; and

WHEREAS, a (i) rescission in the amount of \$300,000 in the Citywide Infrastructure Fund (3027), Comprehensive Streetscape and Greenscape Project and a supplemental appropriation in the Citywide Infrastructure Fund (3027), Museum of American Arts and Crafts Movement Streetscape Improvement Plan Project (Oracle No. TBD) and (ii) rescission in the amount of \$200,000 in the Capital Improvement Fund (3001), Intown Streetscape Improvement FY15 project (Oracle No. 14602) and a supplemental appropriation in the Capital Improvement Fund (3001) Museum of American Arts and Crafts Movement Streetscape Improvement Plan Project (Oracle No. TBD) are needed to provide necessary funding for the Funding Agreement; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Funding Agreement between the City of St. Petersburg, Florida and The American Craftsman Museum, Inc. a.k.a Museum of the American Arts and Crafts Movement ("Developer") for the Developer to implement a streetscape improvement plan for the Museum of the American Arts and Crafts Movement in an amount not to exceed \$500,000 is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Funding Agreement to correct typographical errors and clarify provisions of the Funding Agreement to conform to City Council's direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Funding Agreement and all other documents necessary to effectuate this transactions.

BE IT FURTHER RESOLVED that the appropriation in the amount of \$300,000 in the Citywide Infrastructure Fund (3027), Comprehensive Streetscape and Greenscape Project (Oracle No. 12897) is hereby rescinded.

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balance of the Citywide Infrastructure Fund (3027), resulting from the above rescission, the following supplemental appropriation for Fiscal Year 2018:

Citywide Infrastructure Fund (3027)
Museum of American Arts and Crafts
Movement Streetscape Improvement
Plan Project (Oracle No. TBD)

\$300,000

BE IT FURTHER RESOLVED that the appropriation in the amount of \$200,000 in the General Capital Improvement Fund (3001), Intown Streetscape Improvement FY15 project (Oracle No. 14602) is hereby rescinded.

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, the following supplemental appropriation for Fiscal Year 2018:

General Capital Improvement Fund (3001)
Museum of American Arts and Crafts
Movement Streetscape Improvement
Plan Project (Oracle No. TBD)

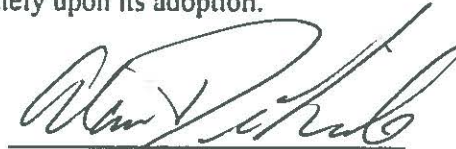
\$200,000

This Resolution shall become effective immediately upon its adoption.

Approvals:



City Attorney (Designee)



Administration



Budget
351523
12-14-17 Meeting

**MUSEUM OF THE AMERICAN ARTS AND CRAFTS MOVEMENT
FUNDING AGREEMENT**

THIS MUSEUM OF THE AMERICAN ARTS AND CRAFTS MOVEMENT FUNDING AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2017 ("**Effective Date**"), by and between the City of St. Petersburg, Florida, a municipal corporation, whose address is P.O. Box 2842, St. Petersburg, Florida 33731 ("**City**") and The American Craftsman Museum, Inc., aka Museum of the American Arts and Crafts Movement, whose address is 355 4th Street North, St. Petersburg, Florida, 33703 ("**Developer**") (collectively "**Parties**").

RECITALS

WHEREAS, Developer is currently constructing a 5 story, 137,100 square foot museum (i.e. Museum of the American Arts and Crafts Movement, a not-for profit 501c3) ("**Museum**") that includes exhibit space, galleries, a retail shop, a 3,600 square foot event space, 100 seat auditorium, an area for children's education, graphic arts studio, a 9,000 square foot restaurant, and administrative offices; and

WHEREAS, the Developer has previously constructed a 303 space parking structure for the benefit of Museum patrons, surrounding businesses and residents of St. Petersburg; and

WHEREAS, City has received a request from Developer for funding to implement certain streetscape improvements, as well as assistance in marketing the Museum and installing wayfinding signs to direct people to the Museum; and

WHEREAS, museums are an important part of the economic development of the City; and

WHEREAS, using public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the City has agreed to (i) contribute an amount not to exceed \$500,000 toward the costs of Developer implementing certain streetscape improvements, (ii) assist in marketing the Museum, and (iii) install wayfinding signs, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Agreement and are incorporated herein by reference) and the promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall be ten (10) years commencing on the Effective Date ("**Term**"), unless this Agreement is earlier terminated as provided for herein.
2. **CITY FUNDING.** The City shall pay Developer an amount not to exceed \$500,000 during the Term ("**City Funding**") toward the costs of Developer implementing the proposed streetscape improvement plan ("**Streetscape Plan**"), as set forth in Appendix A, which is attached hereto and made a part hereof. The Streetscape Plan may be revised by mutual written consent of the Parties and upon such mutual written consent Appendix A will be

deemed amended accordingly. The City will disburse the City Funding to Developer on a reimbursement basis pursuant to the Streetscape Plan, upon receipt of an invoice from Developer. The invoice shall include reimbursement documentation which evidences payment pursuant to the Streetscape Plan. After the City's review and approval of the invoice and reimbursement documentation, the City shall pay Developer the amount set forth in the invoice.

3. **REPAYMENT OF CITY FUNDING.** If Developer does not maintain the streetscape improvements in accordance with the Maintenance Plan (defined herein) during the Term of this Agreement or if the Developer does not operate the Museum during the Term of this Agreement, the City may require Developer to repay the City Funding to the City within thirty (30) days after notice to repay the City Funding has been delivered to Developer.

4. **CITY OBLIGATIONS.**

- A. Wayfinding Signage. Subject to any Florida Department of Transportation approvals required, City shall, at no cost to Developer, install wayfinding signage that shall direct museum patrons to the Museum.
- B. Streetscape. City will assist the Developer in obtaining the approvals necessary to implement the Streetscape Plan.
- C. Marketing. City shall advocate with Developer before the Pinellas County Tourist Development Council for funding for the Museum and shall market the Museum in publications and marketing materials prepared by the City's Marketing Department.

5. **DEVELOPER OBLIGATIONS.**

- A. Operate the Museum. Developer, at its sole cost and expense, shall construct, operate, and maintain the Museum during the Term of this Agreement.
- B. Streetscape Improvements. Developer must implement the improvements set forth in the Streetscape Plan by December 31, 2019. Upon completion of all the improvements set forth in the Streetscape Plan, the Parties shall execute a Memorandum of Completion substantially similar to Exhibit "B", attached hereto.
- C. Maintenance. Prior to the Parties executing the Memorandum of Completion, Developer shall submit to City a plan for the repair and maintenance of the streetscape improvements set forth in the Streetscape Plan that are implemented pursuant to this Agreement ("**Maintenance Plan**"), which Maintenance Plan is subject to City approval. Once approved by City, Developer shall be responsible for repairing and maintaining the streetscape improvements set forth in the Streetscape Plan that are implemented pursuant to this Agreement for the Term in accordance with the approved Maintenance Plan. Developer acknowledges and agrees that City shall not be responsible for the repair or maintenance of the streetscape improvements set forth in the Streetscape Plan that are implemented pursuant to this Agreement. In the event Developer fails to repair and/or maintain the streetscape improvements set forth in the Streetscape Plan that are implemented pursuant to this Agreement, City shall have the right to remove any and all improvements.

6. **CITY RIGHTS TO USE MUSEUM SPACE.** During each year that the Museum is operating, City shall the right to use space in the Museum up to twelve (12) times per year without the payment of any rental or use fee; provided, however, that City shall pay for all direct out-of-pocket expenses incurred in connection with such uses. The scheduling of days and times for City use of space in the Museum shall be mutually agreed upon by the Parties.

7. **INDEMNIFICATION.**

- A. Developer shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- i. The performance of this Agreement (including any amendments hereto) by Developer, its employees, agents, representatives or subcontractors; or
 - ii. The failure of Developer, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (defined herein); or
 - iii. Any negligent act or omission of Developer, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Developer, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of Developer, its employees, agents, representatives, or subcontractors.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Developer pursuant to this Agreement or otherwise obtained by Developer, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

8. **INSURANCE.**

- A. In addition to the insurance that Developer is required to maintain in accordance with applicable Laws, Developer shall obtain and maintain the following insurance:

- i. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
 - B. The commercial general liability insurance policy shall name City as an additional insured. Such policy shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage. Developer shall provide City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
9. **CITY CONSENT AND ACTION.**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
10. **ASSIGNMENT.** Developer may not delegate performance nor assign this Agreement or any of its rights under this Agreement without the City's prior written consent, which shall be granted or withheld in the City's sole discretion.
11. **NOTICES.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg, Florida
P. O. Box 2842
St. Petersburg, FL 33731
Attn: City Development Administrator
Phone: 727-892-5024
alan.delisle@stpete.org

DEVELOPER:

Museum of the American Arts and Crafts Movement
335 Fourth Street North
St. Petersburg, FL 33703
Attn: Mr. Tom Magoulis
Phone: 727-943-9900
Email: tmagoulis@museummaacm.org

12. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
13. **DUE AUTHORITY.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
14. **TERMINATION.** Either party may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the notifying party specifying the default.
15. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
16. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.
17. **COMPLIANCE WITH LAWS.** Developer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Public Records Laws (e.g. Chapter 119, Florida Statutes).
18. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

19. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the City and reviewed by Developer and its professional advisors. The City, Developer and Developer's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Developer or against the City or Developer merely because of their efforts in preparing it.
20. **NON-APPROPRIATION.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
21. **CAPTIONS.** Captions and headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
22. **BOOKS AND RECORDS.** Developer shall maintain financial books, records, and accounting information related to this Agreement. Developer shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement. Developer shall retain all such books, records and information during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
23. **SURVIVAL.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification and the City's rights to use space in the Museum, shall survive such expiration or earlier termination.
24. **NO WAIVER.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Developer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
25. **PERMITS AND LICENSES.** Developer shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government Developer in connection with Developer's performance of this Agreement. Upon request of the City, Developer shall provide the City with written evidence of such permits, licenses, certifications and approvals.

26. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
27. **SUBCONTRACT.** The hiring or use of outside services or subcontractors in connection with the performance of Developer's obligations under this Agreement shall be permitted. Contractor shall be solely responsible for ensuring that any subcontractor retained by Contractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Contractor shall promptly pay all subcontractors and suppliers. In no event shall Contractor's retention of a subcontractor relieve Contractor of any of its duties, obligations or representations under this Agreement.
28. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
29. **NONDISCRIMINATION.** Developer, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
30. **NO RESPONSIBILITY OR LIABILITY.** The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with this Agreement (including the streetscape improvements set forth in the Streetscape Plan that are implemented pursuant to this Agreement) or the operation of the Museum.

REMAINING PORTION INTENTIONALLY LEFT BLANK

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

**THE AMERICAN CRAFTSMAN
MUSEUM, INC.**

WITNESSES

By: _____

By: _____

Print: _____

Print: _____

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print: _____

Title: _____

ATTEST:

(SEAL)

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee)
351640 12-1-17

Exhibit A

Proposed Streetscape Improvement Plan

STREETSCAPE ITEMS		ESTIMATE
FDOT Permitting		\$ 5,000
Remove trees		21,600
Remove and replace light poles		5,000
Remove Curb		4,320
Remove Concrete		13,260
Adjust Granite Curb		17,400
New Valley curb		7,500
New concrete sidewalk		55,600
Handicap Ramps		4,800
6" Entrance Ramp		6,265
Traffic Control		45,000
Signage and striping		6,265
6 new trash receptacles		6,000
New bench on 4th St.		2,500
12" stabilized subgrade offsite		3,600
9" crushed concrete offsite		5,950
Grade crushed concrete - offsite		3,600
2" Asphalt SP 12.5 - Offsite		5,760
2" mill and overlay - Offsite		21,450
TREES/MULCH ALLOWANCE		
22 High Rise Live Oaks		110,000
5,543 Asian Jasmine		110,860
Irrigation		27,000
Mulch		10,000
SUBTOTAL		\$ 498,730

Exhibit B

Completion of Streetscape Improvements

THIS MEMORANDUM OF COMPLETION is entered into this _____ day of _____, 20____, by and between the City of St. Petersburg, Florida ("City"), a municipal corporation, whose address is P.O. Box 2842, St. Petersburg, Florida 33731 and The American Craftsman Museum, Inc., aka Museum of the American Arts and Crafts Movement ("Developer"), whose address is 355 4th Street North, St. Petersburg, Florida, 33703.

The Parties hereto agree that all of the Developer obligations related to the implementation of the streetscape improvements set forth in the Streetscape Plan in accordance with the terms and conditions of Museum of the American Arts and Crafts Movement Funding Agreement ("Agreement") dated _____ have been completed as of the date first written above. Developer shall repair and maintain such improvements in accordance with the Agreement, including the Maintenance Plan (as defined in the Agreement). All other terms and conditions set forth in the Agreement remain in effect, including the City's right to use space in the Museum to 12 times per year that the Museum is operating without the payment of a rental or use fee.

Museum of the American Arts and Crafts Movement

By: _____
Tom Magoulis, as its Manager

City of St. Petersburg, Florida

By: _____

Print: _____

Approved as to Form and Content

City Attorney (Designee)