

## GRANT AGREEMENT

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between:

CITY OF CORAL SPRINGS, FLORIDA  
a municipal corporation  
9551 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY")

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
a corporate body existing under the laws of the State of Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
(hereinafter referred to as "SCHOOL BOARD")

WHEREAS, the Florida High School Activities Association Track and Field finals are scheduled for the State for May 3, 4, 10 and 11, 2002;

WHEREAS, The School Board of Broward County, Florida submitted a bid to host the event at the Coral Springs High School and was awarded the event;

WHEREAS, the City's Sports Commission recommended that the City Commission award a grant to the School Board in the amount of Ten thousand dollars and 00/100 (\$10,000.00); now therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

### Section 1. RECITALS AND FINDINGS

1.1 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

### Section 2. TERM OF AGREEMENT

2.1 This Agreement shall be effective on April 1, 2002 and shall continue until the performance of the last condition as specified in Sections 3 and 4 herein is completed with the exception that Section 5 regarding Indemnification shall survive the term of the Agreement as CITY'S interests in each may best be served.

Section 3.     FUNDING TERMS AND CONDITIONS

3.1     CITY hereby grants to SCHOOL BOARD the sum of Ten Thousand and 00/100 Dollars (\$10,000.00). Fifty percent (50%) of grant funds shall be payable to SCHOOL BOARD by CITY within ten (10) calendar days of approval of this Agreement by both parties. The balance shall be payable to SCHOOL BOARD after submission of reports pursuant to Section 3.6 and Section 4 of this Agreement and final review of reports by CITY.

3.2     Said funds shall be used solely for the purpose of offsetting the event bid fee and/or event operating costs for the Florida High School Activities Association Track and Field Finals.

3.3     **If said funds are not used for the purpose stated and/or within the specified time frame specified in section 3.2 of this Agreement, one hundred percent (100%) of the funds disbursed to SCHOOL BOARD shall be returned to CITY within thirty (30) calendar days of the event date specified in section 3.2. If the funds are not returned within the thirty (30) calendar days, the sums due shall bear interest at a rate of twelve percent (12%) per annum computed on a daily basis from the date due until the date of payment.**

3.4     **SCHOOL BOARD expressly represents and warrants that the primary purpose of the event for which grant monies are being provided hereunder is a secular, non-religious purpose and that its principal or primary effect is not to advance religion.**

3.5     SCHOOL BOARD shall notify CITY of the designated time for the event. SCHOOL BOARD acknowledges that up to two (2) representatives from CITY may attend the event at no charge to CITY.

3.6     SCHOOL BOARD acknowledges and agrees to encourage groups to utilize Coral Springs based hotels and restaurants. Within forty-five (45) days after the event, SCHOOL BOARD shall submit a written report to CITY designating the number of room nights, which were booked in Coral Springs and the number of room nights booked outside of Coral Springs but in Broward County Hotels. Said information shall be reported on Exhibit "A", attached hereto.

Section 4.     SUBMISSION OF FINANCIAL REPORT BY SCHOOL BOARD

4.1     Within twenty-one (21) calendar days after execution of this Agreement, SCHOOL BOARD shall submit a written report to CITY prepared and certified with SCHOOL BOARD detailing the following information:

4.1.1   Statement of all expenses for the event, which were paid from the grant (including but not limited to expenses for personnel, entertainment, professional services, space rental, travel, lodging, transportation, marketing, advertising,

postage, printing, supplies, materials and equipment). Original itemized invoices of said expenses shall be provided to CITY upon request.

4.1.2 A certification that the funds received from CITY have been expended in accordance with this Agreement and that all expenses incurred were solely for the purpose of the approved grant activity as set forth herein.

#### Section 5. INDEMNIFICATION

5.1 Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

#### Section 6. TERMINATION

6.1 TERMINATION FOR CAUSE: In the event SCHOOL BOARD shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY may, upon written notice to SCHOOL BOARD, terminate this Agreement effective immediately. In the event of such termination, one hundred percent (100%) of all grant monies paid to SCHOOL BOARD by CITY shall become immediately due and payable in full and CITY may hold SCHOOL BOARD liable for any and all damages sustained by CITY arising out of such default.

#### Section 7. AUDIT RIGHTS

7.1 CITY reserves the right to audit the records of SCHOOL BOARD at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by SCHOOL BOARD. SCHOOL BOARD shall allow CITY to inspect, examine and review the records of SCHOOL BOARD at any and all times during normal business hours during the term of the Agreement.

#### Section 8. INDEPENDENT CONTRACTOR STATUS

8.1 SCHOOL BOARD and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. **This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.**

Section 9.     ASSIGNMENT

9.1     SCHOOL BOARD shall not assign, or transfer its rights, title or interests in the Agreement nor shall SCHOOL BOARD delegate any of the duties and obligations undertaken by SCHOOL BOARD without CITY'S prior written approval.

Section 10.    GOVERNING LAW; VENUE

10.1    The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

10.2    Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 11.    ENTIRE AGREEMENT

11.1    This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 12.    SEVERABILITY

12.1    Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 13.    EQUAL OPPORTUNITY

13.1    SCHOOL BOARD shall not unlawfully discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, physical or mental disability. SCHOOL BOARD shall take affirmative action to insure applicants are employed and employees treated during employment without regard to race, age, religion, color, gender, national origin, marital status, physical, mental disability, or sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment and training, including apprenticeship.

13.2    Delivery of cultural services shall be made without regard to, or consideration of, race, age, religion, color, gender, national origin, marital status, physical, mental

disability, sexual orientation or other factors which cannot be lawfully or appropriately used as a basis for service delivery.

Section 14. NOTICES

14.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

CITY:	City Manager City of Coral Springs 9551 West Sample Road Coral Springs, Florida 33065 (954) 344-1004
COPY TO:	Thomas Messenheimer Executive Director of Sportsplex 2575 Sportsplex Drive Coral Springs, Florida 33065 (954) 344-1841
SCHOOL BOARD:	Superintendent of Schools The School Board of Broward County 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
COPY TO:	Damian Huttenhoff Director of Student Support 600 Southeast Third Avenue Fort Lauderdale, Florida 33301

Section 15. AUTHORITY PROVISION

15.01 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, have caused this Agreement to be executed, the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

\_\_\_\_\_  
PETER M. J. RICHARDSON, CMC,  
City Clerk

\_\_\_\_\_  
JOHN SOMMERER, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Peter M. J. Richardson, CMC, and John Sommerer, City Clerk and Mayor, respectively.

\_\_\_\_\_  
Notary Public, State of Florida

Notary Public Seal of Office

\_\_\_\_\_  
Printed, Typed or Stamped Name of  
Notary Public Exactly as Commissioned

Individuals who signed are:  
Personally known to me, or  
Identification produced

**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

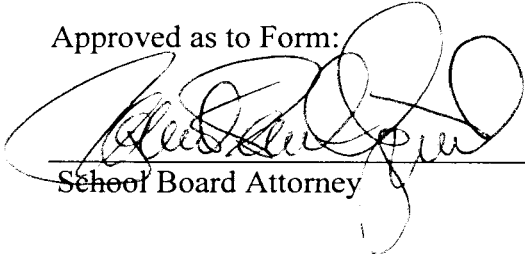
By: \_\_\_\_\_  
Dr. Robert D. Parks, Chairperson

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Franklin L. Till, Jr.,  
Superintendent of Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

**EXHIBIT "A"**  
**HOTEL AND RESTAURANT IMPACT**  
**FOR**  
**CORAL SPRINGS**

<b>Name of Hotel</b>	<b>Total Room Nights</b>

<b>RESTAURANTS</b> <b>Name and Location</b>



**HOTEL AND RESTAURANT IMPACT  
FOR  
BROWARD COUNTY**

<b>Name and Location of Hotel</b>	<b>Total Room Nights</b>

<b>RESTAURANTS Name and Location</b>

EXHIBIT "B"

**FINANCIAL REPORT**

Name of Grantee: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Total Amount of this Grant	\$

Statement of expenses (original itemized invoice may be requested).

Expense Description	Amount

I certify that the funds received from the City of Coral Springs have been expended in accordance with the Agreement and that the above-referenced expenses incurred were solely for the purpose of the approved grant. (Attach additional sheet, if required.)

**Authorized Signature:**

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date