

FLORIDA SPORTS FOUNDATION
Major Grant Program - Grant Agreement

THIS GRANT AGREEMENT (“Agreement”) is entered into this [Date], by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and Manatee County, a political subdivision of the State of Florida d/b/a Bradenton Area Sports Commission, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(2)(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 PARTIES:

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Bradenton Area Sports Commission
Sean Walter, Director of Sports
One Haben Boulevard
Palmetto, FL 34221

With Copies to: **Manatee County Attorney’s Office**
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

2.0 NOTICES:

All notices, elections, requests and other communications between the parties, provided for herein, shall be in writing and shall be deemed given by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 GRANT DESCRIPTION:

The Grantee will expend grant funds in accordance with "Attachment A". Funds made available by the Grantor pursuant to this ~~Grant~~-Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

- (a) Grantee: **Bradenton Area Sports Commission**
- (b) Payee: **Manatee County Board of County Commissioners**
- (c) Name/Date of Event: **[Insert]**
- (d) Total Amount of Grant: **[Insert]**
- (e) Project Budget: As provided in Grant Application.
- (f) Reporting Schedule: Grantee shall submit final report and request reimbursement within ninety (90) days of the last day of the event, except for all events taking place in June, which are due by the first day of September following the event.
- (g) Grant Period: **[Insert] through the end of Event**

4.0 GRANT REQUIREMENTS:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds provided by this Agreement, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this ~~Grant~~-Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: ~~Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. If~~ Grantee is a political government entity, agency or subdivision of the State of Florida and is self-insured pursuant to Section 768.28, Florida Statutes, ~~and/or a self insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability~~

~~coverage of \$1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of \$1,000,000 per occurrence,~~ as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: ~~To the extent authorized by Section 768.28, Florida Statutes, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement. Nothing in this Agreement shall be interpreted as a waiver of the parties' sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the parties hereto to be sued by third parties in any manner arising out of this Agreement. Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.~~

5.0 TERMINATION:

(a) Breach: The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public AccessPublic Records: ~~This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. To the extent required by law, parties agree that they shall allow public access to all documents, papers, letters, and other materials made and received in conjunction with this Agreement, which are not exempt or confidential pursuant to Florida law. If any party fails to comply with the requirements of this provision, the non-breaching party may unilaterally terminate this Agreement without further liability. This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of~~

~~Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)~~

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

- (a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and
- (b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this Agreement.

6.0 PAYMENTS:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

- 1. Promotion, marketing & programming
- 2. Paid advertising & media buys
- 3. Production & technical expenses; officials
- 4. Site fees, venue rentals, costs (contract help)
- 5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

- 1. General and administrative expenses
- 2. Building, renovating and/or remodeling
- 3. Permanent equipment purchases
- 4. Debts incurred prior to the grant
- 5. Programs which solicit advertising
- 6. Hospitality or social functions including meals or banquets
- 7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this ~~Grant~~-Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this ~~Grant~~-Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS:**

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this ~~Grant~~ Agreement shall be governed by, and be consistent with, the whole law of the ~~S~~state of Florida, both procedural and substantive. ~~Any and all litigation arising under this Grant Agreement shall be brought in appropriate state of Florida court in Leon County, Florida. Venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.~~

(b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the ~~Grant~~ Agreement.

8.0 **MODIFICATION:** This writing and any ~~a~~Attachments herein, contains the entire ~~Grant~~ Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this ~~Grant~~ Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not ~~bound by any agreements to indemnify or hold harmless, nor~~ responsible for liquidated damages or cancellation charges.

(b) No provision of this ~~Grant~~ Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the ~~S~~state of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware and knowledgeable of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this ~~Grant~~ Agreement, which contains information and documentation required for the release of grant funds not found in this Agreement.

(d) The Grantee agrees to coordinate with other components of Florida State and local economic development systems, and avoid duplication of existing Florida State and local services and activities.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LIST:**

By executing this Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to ~~S~~section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,

created pursuant to ~~S~~section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to ~~S~~section 287.135(5), Florida Statutes, the ~~GRANTOR-Grantor~~ may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the ~~GRANTOR-Grantor~~ determines that the Grantee has submitted a false certification, the ~~GRANTOR-Grantor~~ will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) calendar days of receipt of the notice, that the ~~GRANTOR's-Grantor's~~ determination of false certification was made in error, the ~~GRANTOR-Grantor~~ shall bring a civil action against the Grantee. If the ~~GRANTOR's-Grantor's~~ determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of the Grantor's determination of false certification by the GRANTOR. (If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this paragraph shall be null and void).

11.0 **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines to timely complete deliverables, reports, information and documentation shall be strictly construed.

IN WITNESS WHEREOF, the parties have each executed this Agreement by their respective duly authorized officials hereto.

Florida Sports Foundation, Inc.

By: _____
Angela Suggs, President & CEO

Date: _____

**MANATEE COUNTY, a political
subdivision of the State of Florida, d/b/a
Bradenton Area Sports Commission,**

By: its Board of County Commissioners

By: _____
County Administrator

Date: _____