MIAMIBEACH

Grant Agreement between the City of Miami Beach, Florida and Miami Beach Watersports Center Inc. ("MB Watersports" or "Grantee") to support the para-rowing program ("Program") for rowers with a disability at the Ronald Shane Center ("Center") located at 6500 Indian Creek Drive

This Grant Agreement is entered into this _____ day of _____, 2017, between the City of Miami Beach, Florida (the "City") and Grantee, as defined herein.

Article I / Grant Description

1.	Grantee:	Miami Beach Watersports Center Inc.
	Grant Contact:	Elaine Roden, Executive Director
	Address:	6500 Indian Creek Drive
	City, State, Zip:	Miami Beach, Florida 33141
	Phone, fax, e-mail :	305.861.8876, 305.861.8441, elaine@rowmiamibeach.com
2.	Grant amount:	**$85,000.00**
3.	Project Description:	See Exhibit 1 hereto
4.	Grant Project Budget:	See Exhibit 2 hereto
5.	Expenditure deadline:	September 30, 2018
6.	Project completion date:	September 30, 2018
7.	Final Report deadline:	Must be postmarked or delivered no later than **15** days after Project completion date.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2017.

_____
Philip Levine, Mayor

Attest:

_____
Rafael Granado, City Clerk

(**Grantee's Corporate Seal Here**)

GRANTEE: Miami Beach Watersports Center, Inc.
Federal ID #: 65-0592531

BY: _____
Elaine Roden, Executive Director

(City Attorney Approval Here)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney NK Date 10-9-17

Signature_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this_____day of _____ 2016, by Elaine Roden, as Executive Director of Miami Beach Watersports Center, Inc., a not-for-profit corporation. He/She is personally known to me or has produced _____ as identification.

_____
Signature of Notary Public

Notary Name: _____
Notary Public, State of Florida

My Commission
Expires:_____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney JK Date

Article II / General Conditions

1. Parties: The parties to this Agreement are the Grantee listed in Article I, and the City of Miami Beach, a municipal corporation organized under the laws of the State of Florida (the "City"). The City has delegated the responsibility of administering this Grant to the City Manager or his authorized designee, who will be the Director of the Parks and Recreation Department.

2. Project Description: The Grantee may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Exhibit 1. All of the Grantee's expenditures shall be subject to the terms of this Agreement, as specified in the itemized Grant Award Budget, attached hereto as Exhibit 2. Line item changes to said Budget shall not exceed ten percent (10%) per category, and shall, in no event, exceed the total amount of Grant funds. Notwithstanding the preceding sentence, amendments to the Grant Project Budget in Exhibit 2 shall not be permitted without the prior written consent of the City Manager or his designee. Said requests shall be made in writing, detailing and justifying the need for such changes.

3. Reports: This Grant has been awarded with the understanding that the activities and services contemplated in the described Project will mutually contribute to the enhancement of services available to City residents, businesses, and visitors. To demonstrate that the Grant is fulfilling, or has fulfilled, its purpose, the Grantee must supply the City Manager with a written Final Report documenting that the Grantee has fulfilled all requirements set forth in this Agreement. This report must be received by the City within 15 days of the Project's completion date. (Grantees completing their Project by the end of the Fiscal Year, or September 30, 2017, must submit their final reports no later than October 15th of that year). New Grant awards will not be released to the Grantee until all Final Reports for previously awarded grants are received. The City may withhold any future payments of the Grant, or the award of any subsequent Grant, if it has not received all reports required to be submitted by Grantee, or if such reports do not meet the City's reporting requirements. Any reports may be disseminated by the City without the prior written consent of the Grantee. Notwithstanding the preceding, and as a condition of disbursement of the Grant funds, the City Manager or his designee may require Grantee to submit an interim written report, detailing Grantee's compliance at the time of a partial reimbursement request.

4. Amount of Grant and Payment Schedule: The total amount of the Grant is specified in Article I-2 (subject to the restrictions set forth herein). In awarding this Grant, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Cost overruns are the sole responsibility of the Grantee. Grant Funds will only be remitted to the Grantee once the Mayor and City Commission have approved the Grant award, and once all parties have executed this Agreement. At the time of a request for reimbursement, in addition to submitting a report, as described in the preceding paragraph 3, Grantee shall submit a bill for the Grant sums being requested, along with corresponding evidence of expenses and payments incurred in connection with the Project, such as payroll records, invoices, credit card receipts, canceled checks, etc. Invoices incurred prior to the fiscal year are not reimbursable and invoices incurred after the end of the fiscal year are not reimbursable, unless previously approved by the City. Any request for reimbursement of Grant funds (including the bill, requisite report and corresponding evidence of expenses and payments), which is not received before October 6, 2018, shall be forfeited.

5. No guarantee of future funding: The Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of the City to continue or provide funding beyond the terms specified in this Agreement.

6. Program Monitoring and Evaluation: The City Manager or the City Manager's designee may monitor and conduct an evaluation of the Project funded by this Grant, which may include, without limitation, visits by City representatives to observe the Project, or Grantee's programs, procedures, and operations, or to discuss the Grantee's programs with Grantee's personnel. The City Manager or the City Manager's designee may also request, and Grantee agrees to submit, additional documentation or written reports, prior to the Project completion date, evidencing Grantee's progress on the Project.

7. Bank Accounts and Bonding: Grantee shall maintain all monies received pursuant to this Agreement in an account with a bank or savings and loan association that is located in Miami-Dade County. The Grantee shall provide the City with the name of the bank or savings and loan association, as well as the name and title of all individuals authorized to withdraw or write checks on Grant Funds.

8. Accounting and Financial Review: Any activities funded by this Grant must take place during the City's fiscal year for which the Grant is approved (October 1 - September 30). The Grantee shall keep accurate and complete books and records of all receipts and expenditures of Grant Funds, in accordance with reasonable accounting standards, and shall retain such books and records for at least four (4) years after completion of the Project. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including, without limitation, vouchers, bills, invoices, receipts, and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after the Expenditure Deadline specified in Article I-5. At the request of the City, Grantee shall provide the City (and/or its designated representatives) reasonable access to its files, records and personnel during regular business hours for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Grant, as the City deems necessary. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Grantee, whether or not purported to be related to this Grant.

9. Publicity and Credits: The Grantee must include the City of Miami Beach logo and the following credit line in all publications (where appropriate) that are related to this Grant: **"This Project is funded in whole or in part by a grant from the City of Miami Beach."** Grantee's failure to comply with this paragraph may preclude future grant funding from the City, in the same manner as if Grantee defaulted under this Agreement, pursuant to Article II-13.

10. Liability and Indemnification: Grantee shall indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its officers, employees, agents, servants, partners, principals or contractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

If the Grantee is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Grantee entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee entity.

11. Assignment: The Grantee shall not be permitted to assign this Grant to any other party. Any purported assignment will be void, and shall be treated as an event of default pursuant to Article II-13.

12. Compliance with Laws: The Grantee agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the Miami Beach City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

13. Default/Termination Provisions: In the event the Grantee shall fail to comply with any of the provisions of this Agreement, the City may terminate this Agreement and withhold or cancel all or any unpaid installments of the Grant, after giving five (5) calendar days written notice to the Grantee, and the City shall have no further obligation to the Grantee under this Agreement. Further, in the event of termination, the Grantee shall be required to immediately repay to the City all portions of the Grant which have been received by the Grantee, as of the date that the written demand is received.

Any uncommitted Grant funds which remain in the possession or under the control of the Grantee as of the date of the Expenditure Deadline specified in Article 1-5 must be returned to the City within fifteen (15) days after the Expenditure Deadline. If such funds have been committed but not expended, the Grantee must request in writing from the City Manager an extension of the Expenditure Deadline which, if approved, shall be for a period not to exceed one (1) year.

Grant funds which are to be repaid to the City pursuant to this Section are to be repaid upon demand by delivering to the City Manager a certified check for the total amount due, payable to the City of Miami Beach, Florida.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law.

Notwithstanding the provisions of this Section, and without regard to whether City has exercised the Default provisions thereof, the City reserves the right, at its sole and absolute discretion, to discontinue funding of the Grant if it is not satisfied with the progress of the Project or the content of any required written report. In the event of discontinuation of the Grant or at the close of the Project, any unexpended Grant Funds shall be immediately returned to the City, except where the City Manager has agreed in writing to alternative use of the unused/unexpended Grant Funds.

14. No Waiver: No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by City at any time shall in any way affect, limit, modify or waive City's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

15. Written Notices: Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I-1 of this Agreement, and to the City when addressed as follows: City Manager's Office, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida 33139.

15. Captions Used in this Agreement: Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

16. Contract Represents Total Agreement: This contract, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties, and approved by appropriate action by the Mayor and City Commission.

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Article III / Miscellaneous Provisions

17. The Grant awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by Grantee, that the Grantee is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Grant funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Grant Agreement.

18. The Grantee also accepts and agrees to comply with the following Special Conditions:

The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

The Grantee hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing and public accommodations on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

The City endorses the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Grant recipients provide equal access and equal opportunity and services without discrimination on the basis of any disability.

19. GOVERNING LAW AND EXCLUSIVE VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Exhibit 1 / Project Description

Project Description – Key Intended Outcome – *Purchase Adaptive Equipment to Support Para-Rowing Program for Rowers with Disabilities*

The Miami Beach Watersports Center Inc. is a Florida not-for-profit organization that runs a premier rowing club with over 250 members, mostly all Miami Beach residents, at the Shane Center located at 6500 Indian Creek Drive. They have recently undertaken a para-rowing program (the "Program"), which teaches people with disabilities how to row and provides a training facility for competitive para-rowers. They have been designated as the Paralympic Sport Club by the US Olympic Committee and have already qualified two members to the national para-rowing team.

The Program has grown in popularity and needs financial assistance to expand. The annual cost to run the program is estimated at $150,600 annually.

The Grant monies will be used to support the Program. The following expenses will be incurred in the delivery of these services:

- The purchase of specialized adaptive equipment which will be used to support and enhance the Program.

None of the Grant funds may be used toward administrative and overhead costs.

See Exhibit 2 for a complete budget break-down.

The Grantee will support the following Citywide Key Intended Outcome and provide documentation of such:

- Enhance Cultural and Recreational Activities

Grantee Responsibilities

1. The Grantee's funded services will support the Citywide Key Intended Outcome, as follows:

   - **With Respect to Program Work:**
     - MB Watersports shall purchase specialized adaptive equipment, in an amount not to exceed $85,000.00, to support the Program, which equipment costs shall be reimbursed by the City as set forth herein. Equipment purchased must be strictly for the Program and must be approved, in writing, by the City Manager or the City Manager's designee, prior purchasing said equipment.
     - To the extent permitted by applicable laws and subject to demand, Grantee shall provide a priority to Miami Beach Residents and U.S. Military Servicemembers (including active members or veterans) in connection with the Program.

   - **With Respect to the Purchased Equipment:**
     - All equipment purchased and reimbursed by the City pursuant to the Agreement shall remain at all times the property of the Grantee. The equipment shall be inventoried, used by the Grantee, and stored at the Shane Center.

2. The Grantee will document progress and support of the Citywide Key Intended Outcome above by providing the following:
   a. **MB Watersports shall track the total amount of athletes trained in the Program;**
   b. **MB Watersports will track the Grant funds spent.**

3. The Grantee will submit a final report no later than October 15, 2018 which documents the efforts undertaken to support the Key Intended Outcome and including:

   a. **A Summary of overall Project and its impact on the identified key intended outcomes, including the following:**

      i. **The total number of athletes trained in the Program, including a breakdown of how many of the participants were Miami Beach residents and/or military veterans;**
      ii. **brochures generated for the Program;**
      iii. **a survey, the form of which shall be approved by the City's Parks Department, shall be offered to the participants of the Program, which survey shall request the name of the participant, the City and State where the participant resides, and whether or not he participant is a service member;**
      iv. **a detailed report on how the funds were spent, including, without limitation, order forms for the purchase of the approved equipment; cancelled checks, receipts or other evidence of payment for the approved equipment; and copies of the warranty for the approved equipment.**
      v. **the Program's accomplishments in relationship to the funds provided by the City;**
      vi. **photos of para-rowing athletes using the new adaptive equipment; and**
      vii. **any additional information/documentation which the City Manager or his designee may reasonably request to verify the impact of the equipment upon the Program; and**

   b. **A Final Project budget.**

4. Within fifteen (15) days from receipt of the final report and final Project budget, the City Manager's designee shall reimburse the Grantee for the purchase of the equipment.

5. Grantee shall be required to present its report to the City of Miami Beach Mayor and City Commission, during an agreed upon City Commission meeting, no later than six months from the end of the 2017-2018 fiscal year.

Exhibit 2 / Project Budget

Purchase of approved specialized adaptive equipment to support the Program	$ 85,000.00
Total Grant Funds	$85,000.00