ENTREPRENEURSHIP AND BUSINESS INCUBATION
CITY OF BOYNTON BEACH
GRANT AGREEMENT

THIS AGREEMENT is made this _____ day of ____________, 2020, by and between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and _____________________________, hereinafter referred to as "Grantee."

INTRODUCTION:

The Boynton Beach Entrepreneurship and Business Incubation Grant program provides City funding for new and existing business incubators and working groups on entrepreneurship to undertake startup growth activities and studies. This Agreement memorizes the terms binding on both parties and governs the award of the following (please select the applicable award):

- □ Business Incubation Grant, an individual award of Ten Thousand and 00/100 Dollars ($10,000.00), or

- □ Working Groups on Entrepreneurship in Sustainability, Tourism and Hospitality, Health, and the Gig Economy Grant, an individual award of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00).

WITNESSETH:

WHEREAS, it is the policy of the CITY to stimulate and encourage economic growth within the CITY's municipal boundaries; and

WHEREAS, the CITY has determined that it is in the public's best interest, and that it serves a municipal and public purpose, to award a grant to the GRANTEE pursuant to the terms of this Agreement.

WHEREAS, in order to justify the expenditure of public funds and secure the public’s interest in the GRANTEE’s fulfillment of its obligations, it is the intent of the CITY to enter into this Agreement with the GRANTEE to insure GRANTEE’s performance of its obligations pursuant to the CITY’s grant program.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:
I. GRANTEE'S PERFORMANCE OBLIGATIONS

A. GRANTEE agrees that it will perform the business activities as more specifically set forth in Grantee’s Grant Application. Representations contained in the Application are deemed material representation of the Grantee and failure to perform the services and tasks set forth in the Applicant constitutes a breach of this Agreement. GRANTEE agrees that it is solely liable to the CITY for performance under this Agreement, and that, in the event of default as solely determined by the City, GRANTEE will, as more specifically set forth herein, refund to the CITY monies paid pursuant to this Agreement.

B. GRANTEE hereby certifies that it has or will retain adequate staff to oversee execution of its performance obligations under this Agreement, and that execution of each of these performance obligations is consistent with GRANTEE’s mission.

II. PAYMENT PROCEDURES, CONDITIONS

A. The Grant funds available pursuant to this Agreement will be paid by the CITY to the GRANTEE only after the GRANTEE provides the documentation as required by the CITY.

B. If the GRANTEE fails to comply with any of the provisions of this Agreement, the CITY may withhold, temporarily or permanently, all, or any, unpaid portion of the funds upon giving written notice to the GRANTEE, and/or terminate this Agreement and the CITY shall have no further funding obligation to the GRANTEE under this Agreement. In the event of default and termination of this Agreement, GRANTEE shall reimburse CITY any portion of the funds paid on a prorated basis.

C. The GRANTEE shall repay the CITY for all unauthorized, illegal or unlawful receipt of funds, including unlawful and/or unauthorized receipt of funds discovered after the expiration of this Agreement.

D. In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Agreement shall be retained by the CITY and the CITY shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the CITY and GRANTEE, its successors or assigns in interest, agrees to be bound by the CITY’s determination.

E. Funds which are to be repaid to the CITY pursuant to this Agreement, are to be repaid by delivering to the CITY a cashier's check for the total amount due payable to the City of Boynton Beach within thirty (30) days of the CITY's demand.
F. All corporate or partnership officers and members of GRANTEE are individually and severally responsible for refunding grant funds to the City in the event of a default.

G. The above provisions do not waive any rights of the CITY or preclude the CITY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the CITY’s right to be repaid in the event the GRANTEE fails to comply with the terms of this Agreement.

III. DEFAULT/TERMINATION

A. In the event that a party fails to comply with the terms of this Contract, other than payment of funds, then the non-defaulting party shall provide to the defaulting party notice of the default and the defaulting party shall have ten (10) days within which to initiate action to correct the default and thirty (30) days within which to cure the default to the satisfaction of the non-defaulting party.

B. In the event that the defaulting party fails to cure the default, the non-defaulting party shall have the right to terminate this Contract. The effective date of the termination shall be the date of the notice of termination.

IV. REPORTING REQUIREMENTS

GRANTEE agrees to comply with the reporting requirements and shall submit performance reports to the CITY within five (5) business days of a written request by the City.

V. GRANT AMOUNT

□ Business Incubation Grant, for an individual award of Ten Thousand and 00/100 Dollars ($10,000.00), or

□ Working Groups on Entrepreneurship in Sustainability, Tourism and Hospitality, Health, and the Gig Economy Grant, for an individual award of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00).
VI. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The CITY may have a financial system analysis and an internal fiscal control evaluation of the GRANTEE performed by City staff or an independent auditing firm employed by the CITY at any time the CITY deems necessary to determine the capability of the GRANTEE to fiscally manage the grant award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Grant Agreement shall be submitted to the CITY if requested.

VII. PERFORMANCE

Time is of the essence with regard to performance as set forth in this Agreement and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the CITY without liability, in addition to any of the CITY's rights or remedies, relieve the CITY of any obligation under this Agreement. This Agreement is non assignable.

VIII. INDEMNIFICATION

The GRANTEE agrees to protect, defend, reimburse, indemnify and hold the CITY, its agents, its employees and elected officer and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from CITY which may arise out of this Agreement. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CITY in support of this obligation in accordance with the laws of the State of Florida. GRANTEE's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the negligence or willful misconduct of the CITY, its respective agents, servants employees or officers, nor shall the liability limits set forth in section 768.28, Florida Statutes, be waived. This paragraph shall survive the termination of the Agreement.

IX. INSURANCE

GRANTEE must provide the CITY with evidence of insurance as follows: general liability insurance - $1,000,000; umbrella - $1,000,000; and evidence of auto liability insurance and worker's compensation insurance.
X. **AVAILABILITY OF FUNDS**

The CITY’s obligation to pay under this Agreement is contingent upon having funds budgeted and appropriated by the City of Boynton Beach City Commission.

XI. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XII. **CIVIL RIGHTS COMPLIANCE**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

XIII. **FEES, COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, provided, however, that this clause pertains only to the parties to this Agreement.

XIV. **SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
XV. ENTIRE AGREEMENT

The CITY and the GRANTEE agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

XVI. NOTICE

All notice required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425
Telephone No. (561) 742-6010
Facsimile (561) 742-6011

with a copy to:

James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

and if sent to the GRANTEE shall be mailed to (current official address):

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY: ____________________________

By: ______________________________
Print: _____________________________
Name: _____________________________
Title: ______________________________

GRANTEE: ____________________________

By: ______________________________
Print: _____________________________

ATTEST: _____________________________

Judith A. Pyle, CMC, City Clerk
Print Name: _____________________________
Title: ______________________________

APPROVED AS TO LEGAL FORM: ____________________________

(CORPORATE SEAL)

__________________________________________
Office of the City Attorney