

GRANT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, A.D., 2011, between **ST. LUCIE COUNTY**, hereinafter called the "County", and **ST. LUCIE COUNTY SCHOOL DISTRICT**, or its successors, executors, administrators, and assigns hereinafter called the "Recipient":

IN CONSIDERATION of the mutual benefits received by each part, the parties mutually agree as follows:

1. The County shall disperse to the Recipient a grant in the total amount of forty thousand seven hundred sixty-five and 00/100 dollars (\$40,765.00). Payment to the Recipient shall be made within thirty (30) days after the date this Agreement is executed on behalf of the County.

2. The grant shall be used in accordance with the Recipient's 2010/11 Dori Slosberg Driver Education Safety Act Mini-Grant Application (St. Lucie West Centennial High School), a copy of which is attached hereto and incorporated herein as Exhibit "A". The Recipient shall provide the County with an annual report indicating how the grant funds have been expended and the activities of the Recipient during the previous year. The report shall be delivered to the County on or before November 1, 2011.

3. The Recipient shall have internal controls adequate to safeguard the grant.

4. If the grant cannot be used or a subsequent audit reveals the grant was not used according to this Agreement, any money not so used shall be reimbursed to the County.

5. The Recipient gives the County the right, until the expiration of three (3) years after expenditure of funds under this Agreement, to audit the use of the grant monies. Upon demand, the County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Recipient involving transactions related to these grant monies. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or until the expiration of three (3) years after the expenditure of the funds.

6. The Recipient shall allow access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement.

7. The Recipient agrees to fully indemnify and hold harmless the County and the St. Lucie County Board of County Commissioners, their officers, employees, and agents of and from all liabilities, damages, claims, recoveries, costs and expense in any way arising out of the receipt or expenditure of these monies. The Recipient hereby acknowledges that the payments made under this Agreement includes specific consideration for the indemnification provided herein.

8. The Recipient agrees to comply with all local, state and federal laws, rules and regulations

9. All publications, media productions and exhibit graphics shall include the following statement: Sponsored in part by St. Lucie County.

10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other provided however the Recipient shall reimburse the County for all unexpended funds or funds expended in conflict with Recipient's application, as of the date of termination notice.

11. Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

To the County:

St. Lucie County Administrator
2300 Virginia Avenue, Third Floor
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Third Floor
Fort Pierce, Florida 34982

To the Recipient:

St. Lucie County School Superintendent
4204 Okeechobee Road
Fort Pierce, Florida 34947

With a copy to:

Daniel B. Harrell, Esquire
Gonano & Harrell
1600 South Federal Highway
Suite 200
Fort Pierce, Florida 34950-5194

12. No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature. If the County currently provides or subsequently provides any forms for contract modification, Recipient agrees to use said forms.

13. Except as otherwise provided, this Agreement shall be binding upon and shall insure to the benefit of the parties.

14. The Recipient shall not assign this Agreement to any other persons or firm without first obtaining County's written approval.

15. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supercede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

16. In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY**

Deputy Clerk

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

ST. LUCIE COUNTY SCHOOL DISTRICT

WITNESSES:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
SCHOOL DISTRICT ATTORNEY