

## AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida (“City”), and St. Petersburg Downtown Neighborhood Association, Inc., an incorporated entity, (“Grantee”), (collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the City desires to improve the appearance, organization, image and leadership of St. Petersburg’s neighborhoods by providing grants to neighborhoods to identify, design, implement and maintain improvement projects; and

**WHEREAS**, the Grantee is a volunteer, non-profit organization open to the public; and

**WHEREAS**, the Grantee has proposed a neighborhood improvement project, and has demonstrated the need for financial assistance.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee covenant and agree as follows:

1. **GRANT OF FUNDS**: The City hereby grants the herein described funds to the Grantee subject to the terms and conditions of this Agreement. City Grant Funds (as defined herein) shall be disbursed by the City in accordance with Paragraph 5 of this Agreement. Grantee shall be reimbursed only for those expenditures made during the Grant Period and shall be made in accordance with the Attached Application, as defined herein.
2. **COMPLIANCE**: The Grantee agrees to abide by all the terms and conditions of this Agreement, the Grantee’s completed application approved by the City (“Attached Application”), and all City policies and regulations relating to the Neighborhood Grant Program. The Grantee also agrees to abide by any written instructions or conditions attached to the Attached Application.
3. **GRANT PERIOD**:
  - a. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until December 6, 2023, (“Grant Period”), unless earlier terminated as provided herein. Except as expressly provided in Paragraph 3(b) below, funds not expended by the end of the Grant Period shall immediately revert to the City.
  - b. The Mayor, or his designee may authorize the extension of the Grant Period for up to ninety (90) days to allow the Agency to complete its obligations set forth in this Agreement in a timely manner if the Agency is in compliance with this Agreement and

the Agency is taking reasonable steps to complete its obligations set forth in this Agreement within such ninety (90) day period. The City may authorize the Grantee continued use of the non-expendable property as described herein for up to an additional ninety (90) days.

4. REPORTS:

a. The Grantee shall submit a report to the City detailing the status of the project which is described in the Attached Application within thirty (30) days after the City requests a report.

b. The Grantee shall submit to the City a written final report upon completion of the project. The report shall include, at minimum, a one-page summary of the project completed, a minimum of 4 photographs, and financial records specifically showing the Grantee's match towards the project. Photographs shall be provided of any educational programs, or other activity funded by the project, or any completed physical improvement(s). At the request of the City, the Grantee shall make available the negatives or provide a copy of the electronic file for the photographs provided. Grantee will retain any patent, copyright, trademark, or other intellectual property right it may have in the photos provided pursuant to this Agreement; provided, however that Grantee grants the City a nonexclusive perpetual license to copy, modify, access, and use such photos for noncommercial purposes. It is the Grantee's responsibility to obtain appropriate releases from all people depicted in photographs provided to the City as such photographs will become public records and subject to Florida public records laws. A signed copy of such releases should be attached to and accompany any photographs, wherein people are depicted, that are provided to the City. The City reserves the right to use all photographs submitted in any way it deems appropriate including in printed material distributed to the public.

5. FUNDING AND EXPENDITURES:

a. The City will fund the Grantee in accordance with this Agreement and the Attached Application. This funding is subject to the provision that any and all monies owed to the City for any reason shall be paid in full prior to the disbursement of any monies hereunder.

b. Disbursements of monies needed for the project will be made by the Community Services Department. No expenditures are authorized without prior approval of the Community Services Department.

i. Any reimbursements will be made only after the City's review and approval of all necessary, required and appropriate documentation which evidences Grantee's payment of allowed expenditures for the items or services/tasks listed in the Attached Application. Grantee shall provide any

additional information requested by the City regarding any specific expenditure within ten (10) days of the City's request. Failure to provide the necessary, required and appropriate documentation and any additional document requested shall result in denial of the reimbursement request. In order for the City to reimburse the Grantee, the Grantee must provide the City with its tax identification number.

ii. Invoices shall be submitted to the City's designated project manager, at the address set forth in Paragraph 13 of this Agreement. Invoices shall include the following information: the amount of the invoice and the signature and phone number of the preparer of the invoice.

iii. The City is exempt from all state taxation including state sales and use taxes. Invoices shall not include any sales tax. The City shall not reimburse any sales tax paid by the Grantee.

iv. The total amount of City funds disbursed by the City for the project shall not exceed three thousand, five hundred and thirty dollars (\$3,530.00) ("City Grant Funds") except as otherwise specifically provided herein.

v. The Grantee agrees to provide a monetary contribution to match the City Grant Funds, voluntary services (e.g. labor and/or materials) to match the City Grant Funds, or a combination of monetary and voluntary service funds to match the City Grant Funds towards the total cost of the project. If Grantee is submitting a cash match or partial cash match, such cash match must be submitted to the City ten (10) days prior to the start of the project. The Grantee must fully and completely document each element of the Grantee's match so that the City may adequately ensure that the match has been provided. Failure to adequately document the match shall disqualify that expenditure from being credited toward the match. The Grantee shall provide additional information regarding any portion of Grantee's match toward the total project cost within ten (10) days of the City's request for additional information.

vi. City Grant Funds may be withheld at any time during the Grant Period if the Grantee is not in compliance with the terms or conditions of this Agreement or is in violation of any applicable Laws (as defined herein). If City Grant Funds are withheld, the Grantee may be ineligible to apply for future City grant funds in subsequent years.

c. Grantee agrees not to expend any City Grant Funds received under this Agreement for any items or services/tasks which are not set forth in the Attached Application and shall not expend City Grant Funds in a total amount which exceeds the corresponding dollar value for any items or services/tasks identified in the Attached Application without prior written approval of the City.

6. MAINTENANCE:

a. Grantee agrees to maintain the project to be completed with City Grant Funds for the useful life of the project, unless otherwise set forth in the Agreement. Maintenance shall include but not be limited to the routine watering, weeding, mulching, trimming, mowing and pruning of plant material, and the routine cleaning, oiling, repairing, repairing due to vandalism, painting and refinishing of signs, equipment or structures.

b. Grantee agrees that the City shall not be responsible for the repair or replacement of any plant, sign, equipment, structure or other item purchased with City Grant Funds which may be necessary at some point due to accident, natural disaster, vandalism, normal wear or other cause, including the ongoing maintenance of any project, unless otherwise set forth in this Agreement.

c. In the event the Grantee fails to maintain the project as required by this Agreement, the City shall have the right to remove any and all improvements associated with the project.

7. COMPLIANCE WITH LAWS: Grantee shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws (e.g., Chapter 119, Florida Statutes).

8. RESERVATION OF RIGHT: The City reserves the right to visit any project site, at any reasonable time, used by the Grantee under any part of the project funded with City Grant Funds for the purpose of making inspections, including a review or analysis of the financial or service records of the Grantee pertaining to this Agreement.

9. TERMINATION OF AGREEMENT:

a. If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the City will thereupon have the right to immediately terminate this Agreement by giving notice to the Grantee of such termination. Further, if the Grantee uses any City Grant Funds provided by this Agreement for any purpose or expense other than the purposes and expenses authorized under this Agreement, the Grantee shall repay such amount and be deemed to have waived the privilege of receiving remaining City Grant Funds under this Agreement.

b. Notwithstanding the above, the Grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Grantee and the City may withhold any payments to the Grantee equal to the amount of

damages until such time as the exact amount of damages due the City from the Grantee is determined.

c. The City's liability and obligations to the Grantee or any person having a claim pursuant to this Agreement or pursuant to the project funded by these City Grant Funds shall be limited solely to the amount of the City Grant Funds and the terms and conditions of this Agreement.

d. Notice of such termination will have been given when the notice is sent in accordance with Paragraph 13 of this Agreement.

10. INDEMNIFICATION:

a. Grantee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities and Claims arising from or relating to environmental contamination; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

i. The performance of this Agreement (including changes and amendments thereto) by Grantee, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

ii. The failure of Grantee, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with applicable Laws; or

iii. Any negligent act or omission of the Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

iv. Any reckless or intentional wrongful act or omission of the Grantee, its employees, agents, representatives, contractors, subcontractors or volunteers.

b. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Grantee pursuant to this Agreement or otherwise obtained by Grantee, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any

event occurring prior to such expiration or termination.

11. INSURANCE:

a. The Grantee shall maintain insurance coverage in the form and amount deemed adequate by the City for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

b. The City hereby reserves the right to require the Grantee to have the Indemnified Parties named as additional insureds under all policies required to be obtained by Grantee pursuant to this Agreement (except workers' compensation insurance). This right may be exercised at any time and may be exercised in the absolute discretion of the City, with or without stated reasons, by providing written notice to the Grantee. The Grantee shall have ten (10) days in which to comply. All required insurance policies shall provide that the City shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change of any policy. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

c. Prior to the City's distribution of any City Grant Funds pursuant to this Agreement, the Grantee shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. The City reserves the right to request proof that the insurance premium for such policies effective during the Grant Period has been paid.

12. RECORDS, REPORTS AND INSPECTION:

a. The Grantee shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. The Grantee shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, the Grantee shall retain all such books, records and information for a minimum of five (5) years after the end of the Grant Period. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

b. All costs shall be supported by time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement and all such documents shall be clearly identified and accessible.

c. The Grantee, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request.

d. The Grantee shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information.

13. NOTICE: Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF ST.PETERSBURG, FLORIDA:

City of St. Petersburg  
PO Box 2842  
St. Petersburg, FL 33710  
Attn: Susan Ajoc, Director  
City's Project Manager:

GRANTEE:

St. Petersburg Downtown  
Neighborhood Association, Inc.  
400 4th Ave South #501  
St. Petersburg, FL 33701  
Phone: 718-288-8044  
Attn: Karen Carmichael, President

14. NON-DISCRIMINATION: Grantee shall not discriminate against anyone on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

15. SPECIAL REQUIREMENTS FOR PROJECTS IN CITY-OWNED OR PUBLIC RIGHTS-OF-WAY: The following additional requirements shall apply to projects which involve temporary or permanent work in public rights-of-way including, but not limited to vegetation, signs, benches, lights, and decorative statuary:

a. Grantee is responsible for repair of any fixture, sidewalk, vegetation, irrigation system or other feature in the right-of-way or adjacent private property which may be damaged through implementation of the project, unless otherwise set forth in this Agreement.

b. The City at some future time may require use of the right-of-way occupied by the project. In such a case, the City shall not be responsible for replacement of the project.

c. Any project which involves the placement of vegetation, signs, structures, or any other object in the right-of-way shall comply with all applicable Laws, permitting

requirements and regulations. Such required compliance includes, but is not limited to, obtaining all necessary building permits and right-of-way permits. The project must also pass any and all inspections required by the State of Florida, Pinellas County, the City of St. Petersburg, or any other legal entity with jurisdiction to require compliance with applicable laws and ordinances permitting requirements and regulations.

d. All expenses associated with necessary right-of-way permits, or other required permits are the sole responsibility of the Grantee, unless otherwise reflected in this Agreement or the Attached Application.

e. The City is not required to prepare any surveys or perform any other professional services as a part of this Agreement.

f. The City must pre-approve all lettering on or surrounding any part of the project, including but not limited to, lettering on signs that form a part of the project. The City reserves the right to remove any or all of the project if the Grantee fails to comply with this section of the Agreement.

16. CITY AS OWNER OF PROPERTY IN CITY-OWNED RIGHT-OF-WAY: For any projects which involve the placement or installation of any property or structure, including but not limited to signs, benches, lights, or statuary, within a right-of-way or on City-owned property, upon the earlier of installation or expiration or termination of this Agreement such property or structure shall become the property of the City as the sole owner thereof. The City shall also become the sole owner of any vegetation installed upon City-owned property after installation. This Agreement shall not limit the City's ownership rights with respect to any property or structure.

17. ASSIGNMENT: The Grantee shall not assign this Agreement without the prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any assignment of this Agreement contrary to this Paragraph 17 shall be void and shall confer no rights upon the assignee.

18. GOVERNING LAW AND VENUE: The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court, shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

19. DUE AUTHORITY: Each party to this Agreement represents and warrants to the other party that: (i) it is duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the person executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is

executing.

20. HEADINGS: The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

21. NON-APPROPRIATION: The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. AMENDMENT: This Agreement may be amended only in writing executed by the Parties.

23. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement.

24. NO THIRD PARTY BENEFICIARY: Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

25. SEVERABILITY: Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

26. CITY CONSENT AND ACTION:

a. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement (“Approval”) by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

b. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

27. NO WAIVER: No provision of this Agreement will be deemed waived by the City unless expressly waived in writing by the City. No waiver shall be implied by delay or any other act or

omission of the City. No waiver by the City of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Grantee shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **SURVIVAL**: All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

29. **PERMITS AND LICENSES**: Grantee shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Grantee's performance of this Agreement. Within ten (10) days after requested by the City, the Grantee shall provide the City with written evidence of such permits, licenses, certifications and approvals.

30. **NON-EXPENDABLE PROPERTY**: Non-expendable property **will** or will not (circle one) be funded pursuant to this Agreement. If non-expendable property will be funded pursuant to this Agreement, the terms and conditions contained in Exhibit B shall apply. Exhibit B is attached hereto and made part of this Agreement.

31. **RELEASE**: Grantee does hereby release, remise, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that Grantee ever had, now has or may have or that any person claiming through the Grantee may have against the Indemnified Parties as a result of, arising out of or in connection with this Agreement. Grantee shall require any person working on the project, or participating in the project (or their parents or legal guardians if they are a minor) under this Agreement to execute a release in favor of the City and deliver it to the City prior to such person performing any work or participating in the project. The release is attached to this Agreement and made a part hereof as Exhibit C.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day and date first above written.

**GRANTEE (INSERT NAME HERE):**

**By:** \_\_\_\_\_

**Print:** Karen Carmichael

**Title:** Downtown NA President

**WITNESSES FOR GRANTEE:**

**Sign:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**CITY OF ST. PETERSBURG, FLORIDA**

**Attest:**

\_\_\_\_\_  
Insert Name of Person Signing

By: \_\_\_\_\_  
City Clerk

Print: Susan Pimentel Ajoc

(Seal)

Title: Community Services Director

**Approved as to Content and Form:**

\_\_\_\_\_  
Assistant City Attorney (Designee)

By: \_\_\_\_\_  
Assistant City Attorney

- Exhibit A: Matching Grant Program Application
- Exhibit B: Non-Expendable Property
- Exhibit C: Release Agreement

# Exhibit A

## APPLICATION AND WRITTEN INSTRUCTIONS OR CONDITIONS

- (1) The Grantee shall submit to the City photographs taken of the site of any physical improvement funded by this Agreement prior to any work being conducted. A minimum of two (2) photographs, one (1) each from two different angles shall be submitted prior to execution of this Agreement. At the request of the City, the Grantee shall make available the negatives or provide a copy of the electronic file for the photographs provided.
- (2) The City of St. Petersburg Engineering Department must provide final approval of the project prior to disbursement of grant funds.

# Exhibit B

## Non Expendable Property

- a. For the purposes of this Agreement, “non-expendable property” shall mean any equipment or other portable property which will not be consumed and has a life expectancy in excess of one year. Non-expendable property shall not be construed to mean any physical improvement constructed as part of the Project or any living plant material after it has been appropriately planted.
- b. The Grantee shall provide a list of any non-expendable property purchased with City Grant Funds to the City. The list should identify the non-expendable property by description, model, serial number, date of acquisition and cost.
- c. Non-expendable property shall be owned by the City. The Grantee may retain possession of any non-expendable property purchased with City Grant Funds subject to the following conditions:
  - i. The Grantee shall use the non-expendable property for the purposes described in the Project.
  - ii. The Grantee shall not sell or dispose of any non-expendable property unless prior permission is obtained from the City in writing.
  - iii. Unless otherwise specifically identified, the Grantee shall have the exclusive responsibility for maintenance of the non-expendable property, including routine cleaning, repair, or replacement upon theft, damage, vandalism, or excessive wear. This does not preclude the use of City Grant Funds to maintain non-expendable property if such use is identified in the amended Project.
  - iv. Upon expiration or termination of this Agreement, the City shall have the right to take exclusive possession, control and all other ownership rights of the non-expendable property. The Grantee shall immediately return all non-expendable property to the City.
  - v. The City shall have the right to take exclusive possession, control and all other ownership rights of the non-expendable property at any time prior to the expiration of this Agreement if the Grantee violates any terms or condition of this Agreement or the Attached Application.
- d. If this Agreement is terminated prior to the expiration of this Agreement for any reason, which shall include but not be limited to the discontinuation of services by the Grantee, all non-expendable property shall immediately become the property of and returned to the City.

## Exhibit C

### Release Agreement

**CITY OF ST. PETERSBURG RELEASE, WAIVER OF CLAIMS,  
HOLD HARMLESS AND INDEMNITY AGREEMENT, AND CONSENT AGREEMENT FOR  
ITS NEIGHBORHOOD GRANT PROGRAM.**

**Adult** \_\_\_\_\_ Check here if the participant is an adult.      **Minor** \_\_\_\_\_ Check here if the participant is a minor.

**IMPORTANT: ALL ADULT PARTICIPANTS AGREE:**

\_\_\_\_\_ (“Participant”), by my own request, desire to volunteer for the project that  
[Participant’s Name]  
was awarded a grant through the City’s Neighborhood Grant Program (“Project”). Participant shall comply with all applicable laws, the rules and regulations of the City’s Neighborhood Grant Program and the policies and procedures of the City.

**The attached Adult Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Participant may volunteer for the Project. I understand this constitutes a waiver of legal rights and that I must read the Adult Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. I understand and acknowledge that discussion of said agreement with an attorney is encouraged.**

Participant:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT: ALL MINOR PARTICIPANTS, THEIR NATURAL GUARDIAN(S)/LEGAL GUARDIAN(S)  
AGREE:**

\_\_\_\_\_ (“Participant”), by his or her own request, or by the request by a natural guardian(s) (as  
[ Minor Participant Name]  
defined in F.S. § 744.301) or legal guardian(s) of minor Participant, desires to participate in the project that was awarded a grant through the City’s Neighborhood Grant Program (“Project”).

Participant shall comply with all applicable laws, the rules and regulations of the City’s Neighborhood Grant Program and the policies and procedures of the City. Undersigned natural guardian or legal guardian agree with this requirement and commit to explain to the minor Participant the requirement to comply with all applicable laws, the rules and regulations of the Project and the policies and procedures of the City.

**The attached Minor Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Participant may volunteer for the Project. We understand this constitutes a waiver of legal rights and that we must read the Minor Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. We understand and acknowledge that discussion of said agreement with an attorney is encouraged.**

Participant:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian(s) (as defined in F.S. § 744.301) or Legal Guardian(s):

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement

### (Must be completed if Participant is an Adult)

In consideration of the voluntary participation of \_\_\_\_\_, Participant, in the Project, I agree as follows:

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns ("hereinafter collectively referred to as Releasees"), from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I, ever had, now have or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, my voluntary participation in the Project.
2. I voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence whether sole, contributory or gross negligence, of any or all Releasees while I volunteer for the Project.
3. I hereby agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my voluntary participation in the Project, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
4. I acknowledge the fact that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
5. I expressly agree that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I have read and voluntarily sign this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Participant:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Witness Signature (City Representative): \_\_\_\_\_

Print Name: \_\_\_\_\_

\*\*\*Send original of this completed form to Risk Management and a copy to division supervisor\*\*\*

**Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement**  
**(Must be completed if Participant is an Minor)**

In consideration of the voluntary participation of \_\_\_\_\_, Participant, in the Project, I/We, \_\_\_\_\_ natural guardian(s) (as defined in F.S. § 744.301) or legal guardian(s) of the Participant and the Participant hereby agree as follows:

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, and on behalf of the Participant and the Participant's heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns ("hereinafter collectively referred to as Releasees"), from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I or the Participant ever had, now have or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, the Participant's participation in the Program.
2. I hereby personally, or on behalf of the Participant, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while the Participant volunteers for the Project.
3. I hereby agree personally, or on behalf of the Participant, to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my voluntary participation in the Project, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
4. I acknowledge the fact that this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
5. I expressly agree, personally and on behalf of the Participant, that this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I have read and voluntarily sign this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
7. I hereby agree that I am the natural guardian(s) or legal guardian(s) of the Minor and that I am fully competent and legally able to execute this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement on behalf of the Minor with the intent to bind both myself and the Minor by the terms hereof.

8. **INDEMNITY AGREEMENT.** I hereby personally agree to **indemnify**, defend at my own expense and pay on behalf of, the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorney's fees at trial and on appeal brought for, by or on behalf of the Minor against the City, its representatives, officers, agents, volunteers, and successors and assigns, arising out of or in connection with, in whole or in part, directly or indirectly, the Participant's voluntary participation in the Project.
9. **NOTICE REQUIRED BY F.S. § 744.301 TO THE MINOR'S NATURAL GUARDIAN(S).** I HAVE READ THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT COMPLETELY AND CAREFULLY. I AM AGREEING TO LET MY MINOR PARTICIPANT ENGAGE IN A POTENTIALLY DANGEROUS PROGRAM. I AM AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN SUPERVISING ANY ACTIVITY TO WHICH MY MINOR PARTICIPANT MAY BE ASSIGNED, THERE IS ALWAYS A CHANCE MY MINOR PARTICIPANT MAY BE SERIOUSLY INJURED OR KILLED BECAUSE THERE ARE CERTAIN DANGERS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT I AM GIVING UP MY MINOR PARTICIPANT'S RIGHT AND MY RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO MY MINOR PARTICIPANT OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE INHERENT RISKS THAT MAY ARISE AS A RESULT OF MY MINOR PARTICIPANT VOLUNTARILY PARTICIPATING IN THE PROJECT. I HAVE THE RIGHT TO REFUSE TO SIGN THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT, AND THE CITY HAS THE RIGHT TO REFUSE TO LET MY MINOR PARTICIPANT VOLUNTEER FOR THE PROJECT IF I DO NOT SIGN THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Natural guardian(s) or legal guardian(s) of Minor Participant:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Minor Participant:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Phones: ( ) \_\_\_\_\_ / ( ) \_\_\_\_\_

Address(s): \_\_\_\_\_ / \_\_\_\_\_

Witness Signature (City Representative): \_\_\_\_\_ Print Name: \_\_\_\_\_

\*\*\*Send original of this completed form to Risk Management and a copy to division supervisor\*\*\*