

CLEARWATER COMMUNITY REDEVELOPMENT AGENCY GRANT FUNDING AGREEMENT

Blast Friday

This Grant Funding Agreement is made and entered into this _____ day of September, 2018, between the COMMUNITY REDEVELOPMENT AGENCY, hereinafter the CRA, and RUTH ECKERD HALL, INC., a Florida non-profit corporation, hereinafter referred to as Ruth Eckerd Hall.”

WHEREAS, one of the purposes of the 2018 Clearwater Downtown Redevelopment Plan (the Plan) is to “create and activate space to work as signature destinations...that promote economic growth for Downtown;” and

WHEREAS, an objective of the Plan is to encourage a variety of visual and performing arts activities and programs within the downtown; and

WHEREAS, the CRA and Ruth Eckerd Hall desire to continue, expand and improve the Blast Friday events on Cleveland Street; and

WHEREAS, The Blast Friday events: 1) support existing retail business viability by creating larger crowds to create dining and retail demand for businesses in Downtown Clearwater; and, 2) provide our retail recruitment efforts with a better customer base to encourage new retailers/restaurateurs to locate in Downtown Clearwater; 3) expose additional potential restaurant/retail customers and investors Downtown Clearwater through attendance at Blast Friday Events; and, 4) support ULI Panel recommendation to create “.....a lively Downtown”.

WHEREAS, the CRA has determined that is necessary to provide a \$100,000 grant to partially underwrite the production and management of a 2018-2019 season of the Blast Friday.

ARTICLE I. TERM

The term of this agreement shall be for a period of eight (8) months commencing on October 1, 2018 and continuing through June 1, 2019 (the "Termination Date"), unless earlier terminated under the terms of this agreement.

ARTICLE II. RESPONSIBILITIES OF RUTH ECKERD HALL

- 1) **Services to be Provided.** Ruth Eckerd Hall shall develop, produce and manage a 2018-2019 season of 7 (seven) Blast Friday signature events to promote Downtown Clearwater as more fully described in Exhibit A. Such events shall be coordinated with the CRA Director to ensure that the programming is consistent with the intent of the grant.
- 2) **Scheduled Reports of Activities.** Ruth Eckerd Hall shall furnish the CRA a financial report and accounting of the use of the CRA funds quarterly and at the end of the 2018-2019 season. The financial report is to set forth the total cost of operations provided, and the detailed account of costs funded in part by the CRA.
- 3) **Use and Disposition of Funds Received.** Ruth Eckerd Hall shall deposit the CRA grant funds in a dedicated, segregated account to be used for Blast Friday events only. Funds received by Ruth Eckerd Hall from the CRA shall be used towards the payment of expenses attendant to Blast Friday events only.

- 4) **Other Funding.** Ruth Eckerd Hall will receive DDB funding in the amount of \$40,000.
- 5) **Creation, Use and Maintenances of Financial Records.**
 - a) **Creation of Records.** Ruth Eckerd Hall shall create, maintain and make accessible to authorized CRA representatives such financial and accounting records, books, documents, policies, practices and procedures necessary to reflect fully the financial activities of Ruth Eckerd Hall. Such records shall be available and accessible at all times for inspection, review or audit by authorized CRA personnel, and shall be made available in accordance with Chapter 119, Florida Statutes (Public Records) and other applicable law.
 - b) **Use of Records.** Ruth Eckerd Hall shall produce such reports and analyses that may be required by the CRA to document the proper and prudent stewardship and use of the monies received through this agreement.
 - c) **Maintenance of Records.** All records created hereby are to be retained and maintained for a period not less than five (5) years from the close of the applicable fiscal year.
- 6) **Non-discrimination.** Notwithstanding any other provision of this agreement, the Ruth Eckerd Hall for itself, agents and representatives, as part of the consideration for this agreement does covenant and agree that:
 - a) **No Exclusion from Use.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the operation of this program on the grounds of race, color, religion, sex, handicap, age or national origin.
 - b) **No Exclusion from Hire.** In the management, operation, or provision of the program activities authorized and enabled by this agreement, no person shall be excluded from participation in or denied the benefits of or otherwise be subject to discrimination on the grounds of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, handicap, age, or national origin, except that age may be taken into consideration to the extent that the age of an employee is a bona fide occupational qualification, as permitted by law.
 - c) **Breach of Non-discrimination Covenants.** In the event of conclusive evidence of a breach of any of the above non-discrimination covenants, the CRA shall have the right to terminate this agreement immediately.
- 7) **Liability and Indemnification.** Ruth Eckerd Hall shall act as an independent contractor and agrees to assume all risks of providing the program activities and services herein agreed and all liability therefore, and shall defend, indemnify, and hold harmless the CRA, its officers, agents, and employees from and against any and all claims of loss, liability and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the negligence of the CRA or CRA's agents or employees. This includes, but is not limited to, matters arising out of or claimed to have been caused by or in any manner related to Ruth Eckerd Hall activities or those of any approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by Ruth Eckerd Hall whether or not based on negligence. Nothing herein shall

be construed as consent by the CRA to be sued by third parties, or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

- 8) **Compliance with Laws.** Ruth Eckerd Hall shall comply with all applicable federal, state, county and local laws, rules and regulations. If it is ever determined that this Agreement violates any federal, state, county or local laws, rules or regulations, then Ruth Eckerd Hall shall comply in a timely manner or CRA may terminate.

ARTICLE III. RESPONSIBILITIES OF THE CRA

- 1) **GRANT.** The CRA agrees to provide funding on a per event basis in the amount of \$14,285.71 per event. Payment will be made within thirty (30) days of receiving an invoice. The total grant amount shall not exceed \$100,000. Payments will be made to Ruth Eckerd Hall to partially fund the costs incurred in providing the activities authorized by this agreement as provided in Exhibit A hereto.

ARTICLE IV. DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire Agreement of the parties on the subject hereof and may not be changed, modified or discharged except by written Amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed Amendment hereof.

ARTICLE V. TERMINATION

- 1) **For Cause.** Failure to adhere to any of the provisions of this Agreement in material respect shall constitute cause for termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days notice of termination. If the default is not cured within the thirty (30) day period following receipt of notice, this Agreement shall terminate on the thirty-first (31st) day.
- 2) **Disposition of Fund Monies.** In the event of termination for any reason, monies provided to Ruth Eckerd Hall by CRA but not expended in accordance with this Agreement shall be returned to the CRA within 30 days of demand.

ARTICLE VI. NOTICE

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

- 1) If to Ruth Eckerd Hall addressed to: Zev Buffman, President & CEO

Ruth Eckerd Hall, Inc
1111 McMullen Booth Road
Clearwater, FL 33759

2) If to CRA, addressed to: Amanda Thompson, Director, CRA
P. O. Box 4748
Clearwater, FL 33758-4748

With copies to:

Pamela Akin, City Attorney
P. O. Box 4748
Clearwater, FL 33758-4748

ARTICLE VII. EFFECTIVE DATE

The effective date of this Agreement shall be as of the date written below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2018.

Countersigned:

Community Redevelopment Agency

George N. Cretekos
Chairman

Amanda Thompson
Director

Approved as to form:

Attest:

Pamela Akin
City Attorney

Rosemarie Call
City Clerk

RUTH ECKERD HALL, INC.

By: _____
Zev Buffman
President & CEO

Attest:
