

Florida Junior Golf Council

Junior Golf Grant Program - Grant Agreement

THIS GRANT AGREEMENT, entered into this 31st of May, 2013, by and between the Florida Junior Golf Council (FJGC), hereinafter referred to as the "Grantor" The Santa Rosa County School District, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the Grantor is empowered by Florida Statutes, to make grants of funds in accordance with promotion of the Florida Junior Golf Council and,

WHEREAS, the Florida Junior Golf Council has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 PARTIES:

The parties and their respective addresses for the purposes of this Agreement are:

Florida Junior Golf Council
c/o Florida State Golf Association
12630 Telecom Drive
Tampa, FL 33637
grants@fjgc.org

Santa Rosa County District Schools
c/o Director of Student Services (Judy Friery)
6751 Berryhill Street
Milton, FL 32570
frieryj@mail.santarosa.k12.fl.us

2.0 NOTICES:

All notices between the parties, provided for herein, shall be conveyed by confirmed fax, confirmed email, confirmed telex or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 GRANT DESCRIPTION:

The Grantee will expend grant funds in accordance grant application hereto attached subject to any modifications specified. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

a) Grantee:	Santa Rosa County School District
b) Name of Program	NSP at Russell, Dixon, Berryhill & Pea Ridge
c) Grant Number	23-0413
d) Total Amount of Grant:	\$11,810.00
e) Grant Period:	6/1/13-6/5/14

- f) **Reporting Schedule:** Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the program, incurred by Grantee during the Grant Period will be eligible for reimbursement.

4.0 GRANT REQUIREMENTS:

- (a) **Signage:** Grantee agrees to initiate efforts to market the golf license plate. Grantor agrees to provide logo and advertising materials to assist the Grantee advertise the golf license plate accordingly.
- (b) **Audit:** Grantee will complete an accounting of the program's financial activity within ninety (90) days after the program is complete.
- (c) **Records:** Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with the program and available for financial audit as may be requested by the Grantor. Records shall include books, records, photos, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of one (1) year after termination of this Agreement.
- (d) **Cancellation:** Grantee shall notify the Grantor immediately if the program is canceled or rescheduled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation or rescheduling.
- (e) **Insurance:** Grantee shall provide proof of insurance listing the State of Florida and the Grantor as an additional insured, within thirty (30) days prior to the program with a minimum liability coverage of \$1,000,000 per occurrence.
- (f) **Indemnification:** Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement.

5.0 TERMINATION:

- (a) **Breach:** The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.
- (b) **Refusal to Grant Public Access:** This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

6.0 PAYMENTS:

- (a) **Transfer of Funds.** Two payments are hereby agreed to and funds will be transferred and made available by the Grantor to the Grantee per the following payment schedule and requirements:
- a. **Payment Schedule:**
1. The Grantor, upon receipt of a fully executed Grant Agreement, will disburse one payment of one-half of the Grant Award to the Grantee.
 2. The final disbursement of the remainder of the Grant Award will be made after the Grantee submits the final report and request for reimbursement within ninety (90) days of the last day of the program, and satisfaction of all other requirements per this Grant Agreement has been met.

b. **Requirements:**

1. All disbursements/payments are considered a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period.

2. Only those items identified in the Grantee's approved Grant Application will be reimbursed.

(b) **Availability of Funds:** The Grantor's liability under this Grant Agreement is contingent upon the continued availability of appropriated funds generated by the Florida Golf License Plates. In the event this Grant Agreement extends beyond the Grantor's current fiscal, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being generated by said sale of license tags. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS:**

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Dade County, Florida.

(b) Grantee agrees to comply with any applicable federal, state, and local laws related to the execution of the program.

8.0 **MODIFICATION:** This writing contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No Florida Junior Golf Council Grant Agreement agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **ASSIGNMENT:** Grantee is not permitted in any manner to assign its rights or obligation under this Grant Agreement.

10.0 **MISCELLANEOUS:** Limitations on the recovery of damages which are specifically provided by Florida Statute or general law or established by rulings of Florida courts shall apply to this Grant Agreement. Such limitations include, but are not limited to, the following:

(a) As an agency of the government of the State of Florida, the Grantor is liable for damages only to the extent provided by section 768.28, Florida Statutes, and any other applicable Florida Statutes.

(b) The Grantor is not bound by any agreements to indemnify, hold harmless, or for liquidated damages or cancellation charges.

(c) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida of any right to initiate litigation.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

FLORIDA JUNIOR GOLF COUNCIL

Board Chairman
Florida Junior Golf Council

Date

GRANTEE:

Judy Friery
Signature of Authorized Agent

Director of Student Services
Title

5/31/13
Date

EXHIBIT A

(See Guidelines for Usage on next page)

National School Program Marks

**The First Tee
National School Program™**



EXHIBIT A (Continued)

Guidelines for Trademark Usage

The First Tee National School Program™

1. All uses of The First Tee® trademark words must include the ®, which indicates that the mark is a registered trademark. The ® must always be located in the top right position beside the "e". Upon request, Sponsor may use The First Tee logo but only in connection with sponsorship and promotion of the National School Program. All uses of The First Tee National School Program™ trademark must include the ™, which indicates that the mark is being registered as a trademark.
2. When the trademarks are used in text, the ® or ™, as the case may be, must be included with the first usage in the document but may be excluded thereafter. The logotype of the National School Program trademark may be considered first usage when it appears before text.
3. In text, capitalize the first letter of each word when writing "The First Tee" name. All other letters should be lower case.
4. The words "The First Tee", "The First Tee National School Program" and "National School Program" should remain intact and not be used to form a composite, or hybrid, by use of prefixes, suffixes or the like. No other sponsor text can be joined with the trademark words. The National School Program logo design must be used as a whole with the text.
5. The National School Program trademark (text & design) should not be used in association with or in close proximity to any other emblem, symbol or trademark, whether or not these promote a product, service or business relationship without prior approval from The First Tee Trademark Manager. In addition, the trademark should not be an element of design within a logotype symbol or another logo, nor should anything be written or printed over the National School Program trademark.
6. Never use individual elements of the trademark design alone. Breaking up or rearranging the components of the trademark is not permitted.
7. All uses of the National School Program trademark shall be produced in the PMS (Pantone Color Matching System) colors or in black and white as stated on the color slicks available upon request.

NATIONAL SCHOOL PROGRAM SPONSOR AGREEMENT
(Santa Rosa County, Florida)

This National School Program Sponsor Agreement ("Agreement") is made and entered into as of the 21st day of June, 2013 by and between **THE FIRST TEE**, a division of World Golf Foundation, Inc., a Florida not for profit corporation ("The First Tee"), and **SANTA ROSA SCHOOL DISTRICT**, a Florida governmental entity ("Sponsor").

BACKGROUND

- A. The First Tee[®], a division of the World Golf Foundation, Inc., has the mission of impacting the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf. To carry out its mission, The First Tee has developed and continues to develop local non-profit chapter organizations and a system of golf training and life skills character education programs primarily within the United States.
- B. The First Tee National School Program[™] ("National School Program") is an outreach program of The First Tee designed to introduce the game of golf to students through school physical education programs and to provide interested children and families with next step golf opportunities.
- C. Sponsor is a tax-exempt governmental educational entity that benefits the public school students, families and educators in Santa Rosa County ("Service Area"), and desires to assist in the expansion of The First Tee National School Program as described herein.

RECITAL OF CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and The First Tee agree as follows:

AGREEMENT OF THE PARTIES

1. **Term.** The term of this Agreement shall commence as of the date first above written and shall terminate on December 31, 2013 (the "Term"), with any renewal by mutual written agreement.
2. **The First Tee Obligations.** The First Tee intends to expand the National School Program to schools in the Service Area and, subject to receipt of funds described in Section 3(a) below, will provide the following resources to benefit the National School Program in the Service Area during the Term:

(a) Establish the National School Program in four (4) schools, recognizing the need for The First Tee to obtain approval from the individual schools to conduct the program in each instance;

(b) Deliver the necessary curriculum materials, one (1) in-person teacher training session supplemented by The First Tee eLearning online course, and equipment to the schools participating in the National School Program ;

(c) Obtain execution of the appropriate registration forms by each individual school, which explain that the school owns the materials and equipment provided hereunder and that the school district's trained teachers are responsible for delivering the National School Program as part of the physical education curriculum;

(d) Permit the Sponsor to use the National School Program Marks described on Exhibit A to identify the Sponsor and other National School Program donors, as a "sponsor of The First Tee National School Program™" ("Official Designation") and to work in cooperation with the Sponsor to promote National School Program objectives and school participation in the Service Area; and

3. Sponsor Obligations. Sponsor agrees to provide the following resources to implement the National School Program in the Service Area during the Term:

(a) Cash contributions due and payable to The First Tee as follows ("Sponsor Contributions"): \$14,310 on or before August 15, 2013. The First Tee will accept payments directly from any other donors or sponsoring organizations if expressly designated to pay the Sponsor Contributions described herein. Checks shall be made payable to "The First Tee" and remitted to One World Golf Place, St. Augustine, Florida 32092; Attn: Accounting Department. The First Tee shall use such contributions towards the implementation of the National School Program in the Service Area;

(b) If, by the end of the Term, The First Tee does not establish the program in the number of schools described in Section 2(a) above, the Sponsor may request a pro rata refund of the unused Sponsor Contributions based on the paid Sponsor Contributions divided by the number of schools in Section 2(a); and

(c) Utilize the National School Program Marks and Official Designation to promote National School Program objectives and school participation, and to solicit contributions from donors within the Service Area to meet Sponsor's obligations in Section 3(a) above. Sponsor agrees to provide donors with a written receipt for all charitable donations as provided by law.

4. Use of Intellectual Property. Sponsor and The First Tee each will have an opportunity to review and approve all artwork, copy or other materials utilizing the reviewing party's name, logos, or trademarks prepared by the other party for or in connection with this Agreement prior to any production or distribution thereof. Any objections or corrections must be communicated to the submitting party within five (5)

days after the materials have been received by the reviewing party or such objections and corrections will be deemed waived. All objections will be mutually discussed and reasonable efforts will be made by the parties to reach a prompt and satisfactory agreement.

The temporary, non-exclusive license of the National School Program Marks hereunder is only for use by Sponsor during the Term hereof in connection with promoting and securing funds for the National School Program in the Service Area and does not permit Sponsor to sub-license the use of such marks to any third party, except for use by sponsoring organizations and other donors as described in Section 2(d) above. In addition, the National School Program Marks cannot be associated with any alcohol, tobacco or other sponsors deemed inappropriate by The First Tee. The First Tee also reserves the right to modify the National School Program Marks and/or the Official Designation during the Term to accommodate future national sponsors.

5. Indemnification. To the extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify the other party (the "Indemnified Party") and hold the party harmless against any and all losses, claims, damages, expenses, judgments, awards, petitions, demands, liabilities, costs and expenses (excluding attorneys' fees whether incurred in preparation of trial, at trial, on appeal) to which the Indemnified Party may become subject as a result of claims made against the Indemnified Party as a result of the Indemnifying Party's breach or nonperformance of this Agreement including improper use of the Indemnified Party's intellectual property; provided, however, this indemnity shall not apply to any claims or actions resulting from the negligent or willful misconduct by the Indemnified Party.

6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Neither party hereto may assign its respective rights and obligations hereunder without the consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SANTA ROSA SCHOOL DISTRICT

By: _____
Tim Wyrosdick
Superintendent

THE FIRST TEE, a division of World Golf Foundation, Inc.

By: _____
Kelly A. Martin
Chief Operating Officer