

GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into on the dates indicated below by and between Sarasota County, Florida, a political subdivision of the State of Florida (the “County”), and the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the “School Board”).

RECITALS

WHEREAS, the School Board is the governing body of the Sarasota County School District (the “District”), created pursuant to Section 4, Article IX of the Constitution of the State of Florida; and

WHEREAS, the School Board operates or serves as sponsor for 53 schools in Sarasota County, including elementary schools, middle schools, high schools, charter schools, a technical institute and other types of schools, such as a virtual school and an all gifted school for grades 2 through 12; and

WHEREAS, in furtherance of the economic development of the community, Sarasota County Technical Institute (“SCTI”), the technical institute operated by the School Board, offers career and technical programs developed in partnership with Sarasota area businesses and manufacturers; and

WHEREAS, the County, the School Board, CareerEdge, the Economic Development Corporation of Sarasota County, Sarasota-Manatee Area Manufacturing Association, the Greater Sarasota Chamber of Commerce, Suncoast Workforce Board, State College of Florida and the Gulf Coast Community Foundation of Venice, working together to address the community’s current and future workforce development needs, developed a plan to provide students with workplace-valued training and certification, which included an analysis of the existing skills gap and workforce needs in the community (the “Workforce Plan”); and

WHEREAS, one of the key components of the Workforce Plan is the education component, consisting of an on-site precision machining curriculum at SCTI, whereby students will be trained on skills necessary to fill existing manufacturing jobs; and

WHEREAS, the School Board has developed an 11-month on-site Precision Machining Program (the “Program”) at SCTI designed to train 25 students per year and has received endorsements and assistance from local manufacturers in the development of the Program; and

WHEREAS, the Program is estimated to cost \$989,000.00 over a five-year period, \$343,500.00 of which is for the purchase of manufacturing equipment to be used for training purposes; and

WHEREFORE, the School Board has requested a workforce development grant from the County in the amount of Three Hundred Eighteen Thousand Five Hundred Dollars (\$318,500.00) for the purchase of the manufacturing equipment for the Program at SCTI; and

WHEREAS, in recognition of the fact that the purchase of the manufacturing equipment will enable the School Board to offer the Program at SCTI, designed to bridge the existing skills gap in the community as described in the Workforce Plan, and a Twenty-Five Thousand Dollar (\$25,000.00) grant to the School Board for the Program from CareerEdge, the Board of County Commissioners supports the School Board's request for a grant from the County in an amount not to exceed Three Hundred Eighteen Thousand Five Hundred Dollars (\$318,500.00) for the purchase of manufacturing equipment for the Program at SCTI.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the parties, the County and the School Board agree as follows:

SECTION 1. INCORPORATION.

The recitals set forth above are incorporated herein in their entirety.

SECTION 2. WORKFORCE DEVELOPMENT GRANT.

Within thirty (30) days of submittal of documentation to the Sarasota County Office of Financial Management regarding the type of manufacturing equipment (the "Equipment") to be purchased for the Program at SCTI, the cost of the Equipment and Purchase Orders evidencing the anticipated acquisition of the Equipment, the County shall provide a grant to the School Board in an amount not to exceed Three Hundred Eighteen Thousand Five Hundred Dollars (\$318,500.00) for the purchase of the Equipment to be utilized in the Program.

SECTION 3. REPORTING REQUIREMENTS; COMPLIANCE.

- 3.1 Commencing no later than December 31, 2015 and annually thereafter throughout the Term of this Agreement, an authorized, knowledgeable representative of the School Board shall deliver to the County a report indicating the number of students enrolled in the Program to date, the number of graduates from the Program, the number of student placements from the Program with local manufacturers, the names of the manufacturers employing graduates of the Program, the starting wage for the Program graduates and any additional benefits.
- 3.2 The County's duly authorized and designated officials charged with carrying out this Agreement or designees shall have the right to examine the records related to the Program during normal business hours to verify compliance with the provisions set forth herein. The records shall be maintained at the SCTI location at 4748 Beneva Road, Sarasota, Florida 34233.

SECTION 4. DISCLAIMERS.

The School Board acknowledges that the County has no affiliation with the Program, that the County has not supplied any plans or specifications with respect to the Equipment and that the County: (a) is not a manufacturer of, nor dealer in, any of the component parts of the Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect

to: (i) the Equipment or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof, any property or rights relating to the Equipment, and (c) has not made any warranty or representation, express or implied, that the Equipment, any component part thereof, any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the School Board intends therefore, or (iii) is safe in any manner or respect.

THE COUNTY MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, ANY COMPONENT PART THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OR FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, AND FURTHER INCLUDING THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE ABILITY OF THE EQUIPMENT TO PERFORM ANY FUNCTION; OR ANY OTHER CHARACTERISTIC OF THE EQUIPMENT; IT BEING AGREED THAT THE SCHOOL BOARD IS TO BEAR ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND USE THEREOF AND THE TRANSACTIONS CONTEMPLATED THEREBY AND THE SCHOOL BOARD HEREBY WAIVES THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE COUNTY AS THEY MAY RELATE TO THE FOREGOING. IN NO EVENT SHALL THE COUNTY BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

The provisions of this Section shall survive the Agreement's termination for any reason or its expiration.

SECTION 5. NO PLEDGE OF FAITH AND CREDIT.

No provision herein shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of this Agreement are reasonable. No provision herein shall be construed or interpreted as delegating governmental powers, or as a donation or a lending of the County's credit, within the meaning of the Florida Constitution. No provision herein shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor shall any provision herein restrict to any extent prohibited by law any action or right of action on the part of any future County Commission. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 6. INDEMNIFICATION.

To the extent permitted by law, each party agrees to hold the other harmless from any and all claims, actions or suits which might arise out of its own neglect or default of this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the

part of either the County or the School Board or to affect, limit or reduce the protection afforded either governmental entity under Florida law.

SECTION 7. RISK OF LOSS.

School Board agrees to be financially responsible for claims and costs resulting from damage, including vandalism, to the Equipment. The terms of this Section shall survive the termination of this Agreement.

SECTION 8. REMEDIES.

Each party acknowledges and agrees that the remedy at law for any breach of any of the terms of this Agreement would be inadequate and agrees and consents that temporary and permanent injunctive and other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

SECTION 9. ASSIGNMENT ESTOPPEL.

Neither this Agreement nor any rights, privileges, or claims created by this Agreement may be assigned by the School Board without the prior written approval of the County, which approval will not be unreasonably withheld, conditioned or delayed. In the event this Agreement is assigned by the School Board, such assignment shall contain a provision notifying the Assignee of the terms and provisions of this Agreement, along with a provision requiring that the Assignee assumes all of the Assignor's obligations and liabilities under this agreement. Any attempted assignment in breach of this Agreement shall be void.

SECTION 10. CONTROLLING LAW.

This Agreement is entered into pursuant to the laws of the State of Florida, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Twelfth Judicial District, in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. In the event of any litigation concerning this Agreement, the parties waive all rights to a jury trial.

SECTION 11. NOTICES.

Any notices required under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service, and shall be deemed to have been given or made as of the date received.

SCHOOL BOARD
Sarasota County School Board
1960 Landings Blvd.
Sarasota, FL 34231
Attn: Lori White, Superintendent

COUNTY
Sarasota County Government
1660 Ringling Blvd, 4th FL
Sarasota, FL 34236
Attn: Office of Business and Economic
Development

With a copy to:
SCTI
4748 Beneva Road
Sarasota, FL 34233
Attn: Todd Bowden, Executive Director

SECTION 12. EFFECTIVE DATE; TERM.

The term of this Agreement shall commence on the date of last signatory hereto (the "Effective Date") and shall continue in force for 5 years.

SECTION 13. AMENDMENTS.

This Agreement shall not be changed except by written instrument signed by all the parties.

SECTION 14. ENTIRE UNDERSTANDING.

This Agreement embodies the entire understanding between the School Board and the County with respect to the Grant referenced herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

IN WITNESS WHEREOF, the County and the School Board have executed this Agreement as of the dates indicated below.

ATTEST:
KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form and correctness:

County Attorney

ATTEST:

Clerk

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Approved as to form and correctness:

School Board Attorney

By: _____
Chair

Date: _____