

BUTTERFLY SMALL BUSINESS RELIEF
GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the City of Coconut Creek, a Florida municipal corporation ("**City**") and ("**Grantee**").

W I T N E S S E T H:

WHEREAS, the **City** finds that providing an Economic Grant through this Agreement is necessary to enhance activity in the City by providing a stronger, more balanced and stable economy within the City as the City recovers from the impacts of the COVID-19 Pandemic, and finds that the program, funded through the American Rescue Plan, will improve the economic recovery of Coconut businesses and the prosperity and welfare of the residents of the City, increase the ability to maintain employment opportunities within the City, will help maintain and stabilize the tax base of the City, improve real estate and personal property within the City, and further finds that such purposes are valid municipal purposes under the Constitution of the State of Florida; and

WHEREAS, the **City** finds that Article VIII, Section 2(b) of the Florida Constitution provides that a municipality may exercise any power for a municipal purpose except as otherwise provided by law; and

WHEREAS, the Municipal Home Rule Powers Act, Section 166.021(4) of the Florida Statutes provides for the exercise of municipal powers for municipal purposes, unless expressly prohibited by law, and removes any limitation on such powers unless expressly prohibited; and

WHEREAS, the **Grantee** is an Eligible Business/Nonprofit located within the City of Coconut Creek as provided in the Butterfly Small Business Relief Grant Program; and

WHEREAS, the **Grantee's** business/non-profit is expected to maintain a number of local jobs and continue to contribute to the economic recovery of the City of Coconut Creek; and

WHEREAS, the **City** shall not, and does not intend to, create any bond, debt, or pledge of the full faith and credit of the **City**; and

WHEREAS, the **City** finds the aforementioned municipal purposes constitute paramount municipal purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Recitations.** The recitations set forth above are incorporated as if fully set forth herein.
2. **Duties of Grantee.** **Grantee** will participate in an interview at the request of City regarding the impact of the Butterfly Small Business Relief grant on their business and the Coconut Creek community as a whole for data collection purposes as specified in further detail below.
3. **Duties of City.** The **City** shall:
 - a) Contribute Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to **Grantee** for reimbursement for **Grantee's** Business Operation expenses incurred after March 3, 2021, including but not limited to inventory, commercial lease payments, commercial mortgage payments, employee salary and benefits, and funding existing payroll, other essential sales, general, and/or administrative expenses, utilities, or new equipment needed to assist the business with a digital transition (e.g. webcams for virtual trainings, software licensing for video conferencing, etc.); and
 - b) Provide **Grantee** a one-year membership to the Coral Springs Coconut Creek Chamber of Commerce
4. **Time of Agreement.** This Grant Agreement shall terminate sixty (60) days after its execution according to the date first written above.
5. **Modifications.** This Agreement may only be modified by mutual written agreement by both parties.
6. **Compliance with Laws.** The **Grantee** shall comply with all applicable laws, ordinances, and rules in the conduct of its business.
7. **Jurisdiction, Venue and Fees.** Any disputes arising from this Agreement shall be subject to the laws of Florida and venue shall lie exclusively in Broward County, Florida and in the event a party to this Agreement brings suit against the other for a breach of this Agreement, the prevailing party shall be paid reasonable attorney's fees and costs.
8. **Third Party Beneficiaries.** The parties hereto do not intend to create any rights for third party beneficiaries under this Agreement.
9. **Entire Agreement between Parties.** The **City** and the **Grantee** agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.
10. **Defaults.** The failure of the **Grantee** to participate in a follow-up interview or the submission of false documentation required pursuant to Paragraph 2 shall constitute a Default hereunder.
11. **Remedies.** In the event of a Default by the **Grantee**, the **Grantee** shall be ineligible to apply for any future

grant opportunities through the City for a period of five (5) years from the termination of this Agreement.

12. **Indemnification and Hold Harmless.** The **Grantee** agrees to protect, defend, reimburse, indemnify and hold the **City**, its agents, employees, and elected officers each , free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from the **City** which arise out of this Agreement, except those claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action which arise out of sole actions or omissions by the **City** or its agents, employees or officers. The **Grantee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the **City** in support of this clause in accordance with the laws of the State of Florida. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement in accordance with Section 768.28, Fla. Stat.. This Paragraph shall survive the termination and/or expiration of the Agreement.

13. **Notices.** All notices from the **Grantee** to the **City** and the **City to Grantee** required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO CITY: City of Coconut Creek 4800 West Copans Road Coconut Creek, Florida 33063 Attn: City Manager	TO GRANTEE _____ _____ _____ Attn: _____
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Such addresses may be changed by written notice to the other party.

14. **Counterparts.** This Agreement, consisting of four (2) enumerated pages may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Attest:

Marianne Bowers, Interim City Clerk

Approved as to legal sufficiency and form:

Terrill C. Pyburn, City Attorney

WITNESSES:

(Name printed or typed)

Grantee: _____
By: _____
(Name printed or typed)

(Name printed or typed)

CORPORATE ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ (name of officer or agent) as _____ (type of authority, e.g. officer, trustee, attorney in fact) for _____ (name of organization on behalf of whom instrument was executed). He/She is personally known to me or has produced _____ (type of identification) as identification.

Signature of Notary Public

Print, Type or Stamp