

**EXECUTIVE COUNCIL OF THE CITY, COUNTY
AND LOCAL GOVERNMENT LAW SECTION
OF THE FLORIDA BAR**

ENHANCEMENT OF LOCAL GOVERNMENT LAW GRANT

CONTRACT

This CONTRACT is entered into between the Executive Council of the City, County and Local Government Law Section of the Florida Bar, hereinafter referred to as the "Executive Council," administering the Enhancement of Local Government Law Grant and _____, hereinafter referred to as the "Grantee." This contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

THE PARTIES AGREE:

I. THE GRANTEE AGREES:

- A. To expend grant funds only in accordance with this Grant Proposal filed by Grantee and this contract.
- B. To the Following Governing Law

State of Florida Law
This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this contract and all applicable policies, procedures and manuals.
- C. To submit proper invoices to the Executive Council for payment of expenses and costs incurred.
- D. To make and submit a complete accounting of the use of monies, along with student evaluations, to the Executive Council within 60 days of the use of the grant funds or completion of the funded program, whichever is later.
- E. Grantee shall not assign the responsibility of this contract to another party. Any such assignment or transfer shall be null and void.
- F. Return of Funds
To return to the Executive Council any overpayments that were disbursed to the Grantee by the Executive Council. In the event that the Grantee discovers that an overpayment has been made, the Grantee shall notify the Executive

Council by certified mail within five (5) days of such discovery. In the event that the Executive Council first discovers an overpayment has been made, the Executive Council will notify the Grantee by letter of such a finding. Repayment shall be made pursuant to agreement between the Grantee and the Executive Council. Should the Grantee refuse to accept the Executive Council's repayment plan or not comply with said plan, this contract shall be deemed in breach.

II. THE EXECUTIVE COUNCIL AGREES:

- A. To fund special costs and expenses of the Grant Proposal as approved by the Executive Council with the following special conditions:

- B. To award this grant in the amount of _____ for the following purposes:

III. THE EXECUTIVE COUNCIL AND THE GRANTEE MUTUALLY AGREE:

- A. Effective and Ending Dates

This contract shall begin the date on which the contract has been signed by both parties. This contract shall expire when all obligations and duties of the parties have been fulfilled.

- B. Termination

- i. Termination at Will

This contract may be terminated by the Executive Council without cause upon no less than thirty (30) calendar days notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- ii. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Executive Council may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be

delivered by certified mail, return receipt requested, or in person with proof of delivery. The Executive Council shall be the final authority as to the availability and adequacy of funds.

In the event of termination of this contract for reasons III. B. i or ii above, the Grantee will be compensated for program costs lawfully incurred prior to notification of termination.

iii. Termination for Cause

The Executive Council may terminate this contract for the Grantee's noncompliance with any provision of this contract.

C. Enforcement

If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

D. Indemnification

The Grantee shall be liable to and hereby agrees to hold harmless the Executive Council from any damages and liabilities incurred or arising as result of the use or receipt of funds by Grantee under this contract.

E. Independent Contract

In the performance of this Agreement, the Grantee will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the Executive Council. The Grantee shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Grantee in the full performance of this Agreement. Neither Grantee nor any individual directed to act on behalf of the Grantee for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Executive Council.

F. Complete Agreement

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed by the parties and indorsed on this agreement.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned official as duly authorized.

WITNESSES

signature

name

signature

name

GRANTEE

signature

name

address

Dated this ____ day of ____, 200__.

EXECUTIVE COUNCIL

signature

name

address

Dated this ____ day of ____, 200__.