

## **City of Margate**

### **Parks and Recreation Department**

#### **Swim Lesson Reimbursement Agreement**

This agreement made on the 21<sup>st</sup> Day of January 2015, by and between the City of Margate (hereinafter called City) and McGovern Foundation, Inc. d/b/a EM's Place (hereinafter called "McGovern").

WHEREAS, the mission of McGovern is "Raising awareness with drowning prevention and organ donation one family at a time"; and

Whereas, McGovern wishes to provide for payment of City fees for swim lessons for Margate residents who are not receiving swim lessons through other programs.

Now, therefore, in consideration of the premises and of the mutual promises and conditions herein contained, the parties hereto agree as follows:

Section 1. The City hereby accepts the offer by McGovern to provide payment for swim lesson fees for swim lessons to be provided at the City of Margate Calypso Cove Aquatic Facilities, 6200 Royal Palm Boulevard, Margate, Florida 33063.

Section 2. The City agrees to support McGovern by utilizing the McGovern logo, or name on relevant publications, in order to increase awareness of the McGovern mission.

#### **Section 3. TERM**

This agreement shall be for a period of five (5) months, effective January 30, 2015 and ending May 31, 2015. The parties, upon mutual agreement, may extend this agreement for an additional twelve (12) month period upon the same terms as set forth herein. Either party has the right to terminate this Agreement upon ten (10) days written notice.

#### **Section 4. PAYMENT**

McGovern agrees to pay the City for lesson fees for individual swim lessons for Margate residents, based on funds availability from McGovern, on a first come, first serve basis, for those individuals or groups not receiving swim lessons through other programs.

City will provide registration forms to McGovern for payment consideration. McGovern will provide payment only on registrations approved by McGovern.

## Section 5. VENUE AND WAIVER

Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

## Section 6. RECORDS

### Retention of Records & Right To Access Clause:

In accordance with Florida Statute, 119.0701 - Contracts; public records, the vendor shall keep, maintain and make available all records, regardless of format, including but not limited to finance records, statistical records, correspondence, and supporting documents pertinent to this contract for a period determined by the nature of the document, pursuant to state and federal records retention and disposition requirements, and after termination of this contract; provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law ; meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; all records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

## Section 7. NOTICES

All notices pursuant to this Agreement shall be sent to the following:

**For the City of Margate:**

Michael A. Jones, CPRP  
Director of Parks and Recreation  
City of Margate  
6199 NW 10<sup>th</sup> Street  
Margate, FL 33063

**For the McGovern Foundation, Inc.:**

Cassie McGovern, President  
9005 NW 51ST PLACE  
Coral Springs, FL 33067

**CITY OF MARGATE**

\_\_\_\_\_  
Joanne Simone, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Douglas E. Smith, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk  
\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Eugene M. Steinfeld, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2015

**McGovern Foundation, Inc. d/b/a EM's Place**

\_\_\_\_\_  
Cassie McGovern, President  
\_\_\_\_ day of \_\_\_\_\_, 2015