

AMENDED GRANT AGREEMENT

The parties to this Amended Grant Agreement are the City of Daytona Beach (the "City" or "Grantor"), and Donna M. Grey Banks ("Grantee") \$15,000.00

1. The City agrees to provide Grantee an annual \$15,000.00 grant in conjunction with the F.R.E.S.H Book Event Series to be held by Grantee at the Midtown Cultural and Educational Center, 925 George Engram Boulevard, Daytona Beach, Florida, subject to the conditions below.
2. The F.R.E.S.H. Book Event Series will consist of the F.R.E.S.H. Book Festival, a 2-3 day festival and book fair held in January of each, and at least two additional one-day workshops held throughout the year. The theme of the Event Series will be the promotion of literature, the arts, and culture, consistent with the manner in which it was held at the Midtown Center in previous years. Grantee shall conduct each event in the Event Series in compliance with the following conditions:
 - a. If admission fees are charged, they must applied in a non-discriminatory manner.
 - b. Grantee shall use reasonable efforts, including through advertising, to provide the Event Series at a scale that equals or exceeds the scale of the Event Series during the prior years in which it was held at the Midtown Center.
 - c. Grantee shall be required to obtain a facility use permit in accordance with Chapter 82 of the City Code, and Grantee shall comply with all terms and conditions of Chapter 82 as it relates to such permits. Grantee shall comply with all permit conditions.
 - d. The Event shall be held in a manner that implements the terms and conditions of the ECHO Grant which the City received from the County of Volusia for purposes of constructing the Midtown Center (City Resolution No. 09-301).
 - e. In any media used to advertise the Event, the City shall be credited as an Event sponsor.
 - f. Within 60 days after the conclusion of the Festival, Grantee will provide the City a written report providing an analysis of Event attendance, including reasonably detailed demographic information and including all expenses and revenues for all Events during the 365-day period concluding with the Festival.
 - g. The City has the right at any time to demand that Grantee provide proof of documented expenses and revenues. Grantee will provide such proof within 60 days after demand.
3. Grant funds shall be used solely to defray Grantee's costs of conducting the Event, as follows:
 - a. Grant funds shall be applied, first, to any unpaid portion of the City permit-related fees charged pursuant to City ordinance and regulations.
 - b. Subject to the conditions set forth in Section 4, below, the balance of grant funds shall be applied toward contracted costs incurred by Grantee in conducting the Event. Grantee shall be required to submit proof of such costs in the form of invoices before the City releases Grant funds for this purpose. If mutually agreed by Grantor and Grantee, the City may apply such Grant funds by directly paying the party under contract with Grantee.
4. Grantee acknowledges that funding for the City's obligations herein has been committed for FY 2017-2018 only. Commencing in FY 2018-2019, and each Fiscal Year thereafter, the City's

obligations referenced in Section 3.b. above, shall be limited to currently budgeted and appropriated funds. Nothing herein will be deemed to obligate the City Commission to budget and appropriate such funds. The City will provide Grantee reasonable notice upon the adoption of each fiscal year's budget as to whether funding is available.

5. This Grant Agreement will commence on the date last signed and will continue in effect until terminated by either party. Either party may terminate this Agreement on 180 day's notice. In addition, the City may terminate this Agreement in accordance with Section 9 below.
6. Grantee and the City are independent contractors. Grantee shall be responsible for all work performed and all expenses incurred in connection with the conduct of the Event. Grantee shall not hold herself out to any subcontractors or other third parties as being an officer, employee, or representative of the City. The City shall not assume any liability for any acts, omissions, or negligence of Grantee, or Grantee's servants, employees, subcontractors, or other agents.
7. Grantee acknowledges that they will honor any City's contract for pouring rights, and the exclusive rights provided therein. In her use of the Center under this Agreement, Grantee shall not display, sell, or promote, and shall not allow her respective vendors, sponsors, or entertainers, to display, sell, or promote within the Center, beverages or products that would cause the City to breach the pouring rights agreement.
8. The City reserves all police powers, including the right to immediately suspend the Association's reserved use of the License Area in order to protect public health, safety, and welfare; and the right, with reasonable notice to cancel this License if the Association fails to comply with all requirements herein.
9. The City may terminate this Agreement:
 - a. If Grantee materially breaches Grantee's obligations under this Agreement, and such breach continues beyond the Cure Period. The Cure Period shall be the ten-day period beginning on the date that the City delivers notice of breach to Grantee and a demand for cure; provided that the Cure Period shall be extended as needed if the nature of the breach is such that it cannot be reasonably cured within 10 days.
 - b. If the facility use permit is terminated for any reason.

If the City terminates this Agreement as referenced above, the City shall have no further obligation to Grantee.

10. In providing the services referenced in this Agreement, Grantee shall not discriminate based on age, race, sex, creed, color, handicap, national origin, or marital status. Grantee shall insert a similar requirement in all of Grantee's subcontracts.
11. Grantee may not assign this Agreement or Grantee's rights or obligations hereunder without the City Commission's prior written approval.

12. This Grant Agreement supersedes and terminates the prior Grant Agreement between the parties hereto, which was approved by City Resolution No. 16-15.

IN WITNESS WHEREOF, the City and Grantee have executed this Grant Agreement on the dates referenced below.

The City of Daytona Beach

Grantee

By: _____
Derrick L. Henry, Mayor



Donna M. Gray-Banks

Date: _____

Date: 10-10-2017

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney