

Indian River County Grant Contract

This Grant Contract ("Contract") entered into effective this 1st day of October 2017 by and between Indian River County, a political subdivision of the State of Florida, 1800 27th Street, Vero Beach FL, 32960 ("County") and _____ (Recipient), of:

(Address)

For (Name of Program)

Background Recitals

- A. The County has determined that it is in the public interest to fund _____.
- B. The Recipient, by submitting a proposal to the County, has applied for a grant of money ("Grant") for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.
- C. The County has agreed to provide such Grant funds to the Recipient for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Background Recitals The background recitals are true and correct and form a material part of this Contract.
2. Purpose of Grant The Grant shall be used only for the purposes set forth in the complete proposal submitted by the Recipient attached hereto as Exhibit "A" and incorporated herein by this reference (such purposes hereinafter referenced as "Grant Purposes").
3. Term The Recipient acknowledges and agrees that the Grant is limited to the fiscal year 2017/18 ("Grant Period"). The Grant Period commences on October 1, 2017 and ends on September 30, 2018.
4. Grant Funds and Payment The approved Grant for the Grant Period is \$. _____. The County agrees to reimburse the Recipient from such Grant funds for actual documented costs incurred for Grant Purposes provided in accordance with this Contract. Reimbursement requests may be made no more frequently than monthly. Each reimbursement request shall contain the information, at a minimum, that is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Recipient shall not be subject to the travel expenses policies set forth in Exhibit B. All reimbursement requests are subject to audit by the County. In addition, the County may require additional documentation of expenditures, as it deems appropriate.
5. Additional Obligations of Recipient.
 - 5.1 Records. The Recipient shall maintain adequate internal controls in order to safeguard the Grant. In addition, the Recipient shall maintain adequate records fully

to document the use of the Grant funds for at least three (3) years after the expiration of the Grant Period. The County shall have access to all books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the County's expense, upon five (5) days prior written notice.

5.2 Compliance with Laws. The Recipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations.

5.3 Audit Requirements. If Recipient receives \$100,000 or more in the aggregate from all Indian River County government funding sources, the Recipient is required to have an audit completed by an independent certified public accountant at the end of the Recipient's fiscal year. Within 180 days of the end of the Recipient's fiscal year, the Recipient shall submit the audit to the Indian River County Office of Management and Budget. The fiscal year will be as reported on the application for funding, and the Recipient agrees to notify the County prior to any change in the fiscal period of Recipient. The Recipient acknowledges that the County may deny funding to any Recipient if an audit required by this Contract for a prior fiscal year is past due and has not been submitted by May 1.

5.3.1 The Recipient further acknowledges that, promptly upon receipt of a qualified opinion from their independent auditor, such qualified opinion shall immediately be provided to the Indian River County Office of Management and Budget. The qualified opinion shall thereupon be reported to the Board of County Commissioners and funding under this Contract will cease immediately. The foregoing termination right is in addition to any other right of the County to terminate this Contract.

5.3.2 The Indian River County Office of Management and Budget reserves the right at any time to send a letter to the Recipient requesting clarification if there are any questions regarding a part of the financial statements, audit comments, or notes.

5.4 Insurance Requirements. Recipient shall, no later than October 1, 2017, provide to the Indian River County Risk Management Division a certificate or certificates issued by an insurer or insurers authorized to conduct business in Florida that is rated not less than category A-: VII by A.M. Best, subject to approval by Indian River County's risk manager, of the following types and amounts of insurance:

(i) Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors;

(ii) Business Auto Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles; and

(iii) Workers' Compensation and Employer's Liability (current Florida statutory limit)

(iv) In the event that children are supervised, Sexual Molestation Liability Insurance in an amount not less than \$1,000,000 each occurrence/claim.

5.5 Insurance Administration. The insurance certificates, evidencing all required insurance coverages shall be fully acceptable to County in both form and content,

and shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to the County. In addition, the County may request such other proofs and assurances as it may reasonably require that the insurance is and at all times remains in full force and effect. Recipient agrees that it is the Recipient's sole responsibility to coordinate activities among itself, the County, and the Recipient's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits set forth in this Contract. The County shall be listed as an additional insured on all insurance coverage required by this Contract, except Workers' Compensation insurance. The Recipient shall, upon ten (10) days' prior written request from the County, deliver copies to the County, or make copies available for the County's inspection at Recipient's place of business, of any and all insurance policies that are required in this Contract. If the Recipient fails to deliver or make copies of the policies available to the County; fails to obtain replacement insurance or have previous insurance policies reinstated or renewed upon termination or cancellation of existing required coverages; or fails in any other regard to obtain coverages sufficient to meet the terms and conditions of this Contract, then the County may, at its sole option, terminate this Contract.

5.6 Indemnification. The Recipient shall indemnify and save harmless the County, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of the Recipient, its agents, officers, or employees in connection with the performance of this Contract.

5.7 Public Records. The Recipient agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Specifically, the Recipient shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Recipient upon termination of the Agreement 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 County in a format that is compatible with the information technology systems of the County.

Failure of the Recipient to comply with these requirements shall be a material breach of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772)226-1424

PUBLICRECORDS@IRCGOV.COM

**Indian River County of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

6. Termination. This Contract may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In addition, the County may terminate this Contract for convenience upon ten (10) days prior written notice to the Recipient if the County determines that such termination is in the public interest.
7. Availability of Funds. The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.
8. Standard Terms. This Contract is subject to the standard terms attached hereto as Exhibit C and incorporated herein in its entirety by this reference.
9. Sovereign Immunity. Nothing herein shall constitute a waiver of the County's sovereign immunity.

IN WITNESS WHEREOF, County and Recipient have entered into this Contract on the date first above written. INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Joseph E. Flescher, Chairman

Attest: Jeffrey R Smith, Clerk of Courts & Comptroller
By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Approved: _____
Jason Brown, County Administrator

Dylan Reingold, County Attorney

RECIPIENT:

By: _____ Agency Name: _____

EXHIBIT A

[Copy of proposal cover page]

EXHIBIT B

[From policy adopted by Indian River County Board Of County Commissioners on February 19, 2002]

"D. Nonprofit Agency Responsibilities After Award of Funding

Indian River County provides funding to all nonprofit agencies on a reimbursement basis only.

All reimbursable expenses must be documented by an invoice and/or a copy of the canceled check. Any expense not documented properly to the satisfaction of the Office of Management & Budget and/or the County Administrator may not be reimbursed.

If an agency repeatedly fails to provide adequate documentation, this may be reported to the Board of Commissioners. In the event an agency provides inadequate documentation on a consistent basis, funding may be discontinued immediately. Additionally, this may adversely affect future funding requests.

Expenditures may only be reimbursed from the fiscal year for which funding was awarded. For example, no expenditures prior to October 1st may be reimbursed with funds from the following year. Additionally, if any funds are unexpended at the end of a fiscal year, these funds are not carried over to the next year unless expressly authorized by the Board of Commissioners.

All requests for reimbursement at fiscal year end (September 30th) must be submitted on a timely basis. Each year, the Office of Management & Budget will send a letter to all nonprofit agencies advising of the deadline for reimbursement requests for the fiscal year. This deadline is typically early to mid October, since the Finance Department does not process checks for the prior fiscal year beyond that point.

Each reimbursement request must include a summary of expenses by type. These summaries should be broken down into salaries, benefits, supplies, contractual services, etc. If Indian River County is reimbursing an agency for only a portion of an expense (e.g. salary of an employee), then the method for this portion should be disclosed on the summary. The Office of Management & Budget has summary forms available.

Indian River County will not reimburse certain types of expenditures. These expenditure types are listed below.

- a. Travel expenses for travel outside the County including but not limited to; mileage reimbursement, hotel rooms, meals, meal allowances, per Diem, and tolls. Mileage reimbursement for local travel (within Indian River County) is allowable. The Indian River County Chamber of Commerce (tourism promotion activities) shall not be subject to the travel expense policies noted above.
- b. Sick or Vacation payments for employees. Since agencies may have various sick and vacation pay policies, these must be provided from other sources.
- c. Any expenses not associated with the provision of the program for which the County has awarded funding.
- d. Any expense not outlined in the agency's funding application.

The County reserves the right to decline reimbursement for any expense as deemed necessary."

EXHIBIT C
STANDARD TERMS FOR GRANT CONTRACT

1. Notices: Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing, by any of the following methods: facsimile transmission; hand delivery to the other party; delivery by commercial overnight courier service; or mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

County:

Recipient:

2. Venue; Choice of Law: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justifiable in federal court.
3. Entirety of Agreement: This Contract incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by both parties.
4. Severability: In the event any provision of this Contract is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law. To that extent, this Contract is deemed severable.
5. Captions and Interpretations: Captions in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.
6. Independent Contractor. The Recipient is and shall be an independent contractor for all purposes under this Contract. The Recipient is not an agent or employee of the County, and any and all persons engaged in any of the services or activities funded in whole or in part performed pursuant to this Contract shall at all times and in all places be subject to the Recipient's sole direction, supervision, and control.
7. Assignment. This Contract may not be assigned by the Recipient without the prior written consent of the County.