

Indian River County Grant Contract Subrecipient Award

This Grant Contract ("Contract") entered into **effective** this 22nd day of May, 2018 by and between Indian River County, a political subdivision of the State of Florida, 1800 27th Street, Vero Beach FL, 32960 ("County") and Treasure Coast Homeless Services Council, Inc. ("Subrecipient"), 2525 St. Lucie Avenue, Vero Beach, FL 32960 (Address), 064340768 (Unique Entity Identifier) for Continuum of Care grants (Name of Subrecipient's Program).

Background Recitals

- A. The County received see attached list (Federal and/or State Award Identification) ("Award") from the Department of Housing and Urban Development (HUD) (Federal agency) on see attached list (date), the Award Date.
- B. The Awards are for homeless rental assistance and homeless management information system (i.e., administration of the programs) (Project Description - provide enough information to give the public a good idea of the purpose and intended outcomes of the subaward).
- C. The Federal Award Identification Numbers ("FAIN") for the Awards, if applicable, is see attached list (FAIN).
- D. The Catalog of Federal Domestic Assistance ("CFDA") Number for the Awards, if applicable, is see attached list (CFDA). The total dollar amount made available under the Awards are \$ see attached list.
- E. The indirect cost rate for the Award, including if the de minimis rate is charge, per federal regulations is up to 10 percent on rental assistance grants; however 7% has been agreed upon between the County and TCHSC.
- F. The Subrecipient, 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.
- G. The County has agreed to provide such Grant funds to the Subrecipient 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 Subrecipient attached hereto as Exhibit "B" and incorporated herein by this reference (such purposes hereinafter referenced as "Grant Purposes").
- 3. Research and Development The award under this Contract is not for research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as

other research and development activities and where such activities are not included in the instruction function.

4. Term The Subrecipient acknowledges and agrees that the Grant is limited to the fiscal year(s) see attached list ("Grant Period"- Exhibit A). The Grant Period and performance start date commences on see attached list.
5. Grant Funds and Payment. The approved Grants for the Grant Period is see attached list (\$865,140). The amount of federal funds obligated under this Contract by the County to the Subrecipient is see attached list (\$865,140). The total amount of the Awards committed to the Subrecipient by the County is see attached list (\$865,140). The total amount of federal funds obligated to the Subrecipient by the County, including the current obligation is see attached list (\$865,140). The County agrees to reimburse the Subrecipient 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 "C" attached hereto and incorporated herein by this reference. All reimbursement requests are subject to audit by the County. In addition, the County may require additional documentation of expenditures, as it deems appropriate.
6. Indirect costs. Subrecipient is permitted to charge an indirect cost rate of 7% to the federal award. (The rate shall be based on either the County's federally negotiated indirect cost rate or, if no such rate has been obtained, a fixed rate of 10% of modified total direct costs)
7. Additional Obligations of Subrecipient.

7.1 Records. The Subrecipient shall maintain adequate internal controls in order to safeguard the Grant. In addition, the Subrecipient 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 and its auditors shall have access to all books, records, documents and financial Pages statements as required by the County to meet federal requirements or by 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.

7.2 Compliance with Laws. The Subrecipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations, including Title 2 US Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principals, and Audit Requirements of Federal Awards* (Uniform Guidance), Florida Statutes, Chapter 10.550, *Rules of the Auditor General*, and the terms and conditions of the Award.

7.3 Performance Reports. The Subrecipient shall submit cumulative, Performance Reports to the Finance Department of the County within 90 days following the completion of the grant. These reports should include but not limited to grant expenses and other statistics as required by the grants during the quarter, and the progress the agency has made toward meeting their goals and objectives as they stated in their RFP response.

7.4 Audit Requirements. If Subrecipient receives \$100,000 or more in the aggregate from all Indian River County government funding sources, the Subrecipient is required to have an audit completed by an independent certified public accountant at the end of the Subrecipient's fiscal year. Within 180 days of the end of the Subrecipient's fiscal

year, the Subrecipient 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 Subrecipient agrees to notify the County prior to any change in the fiscal period of Subrecipient. The Subrecipient acknowledges that the County may deny funding to any Subrecipient if an audit required by this Contract for a prior fiscal year is past due and has not been submitted within the 180 day period.

7.4.1 The Subrecipient 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.

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

7.5 Insurance Requirements. Subrecipient shall, no later than February 5, 2019, 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.

7.6 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. Subrecipient agrees that it is the Subrecipient's sole responsibility to coordinate activities among itself, the County, and the Subrecipient'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 Subrecipient 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 Subrecipient's place of business, of any and

all insurance policies that are required in this Contract. If the Subrecipient 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.

7.7 Indemnification. The Subrecipient 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 Subrecipient, its agents, officers, or employees in connection with the performance of this Contract.

7.8 Public Records. The Subrecipient agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Specifically, the Subrecipient 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 Subrecipient 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 County in a format that is compatible with the information technology systems of the County.

Failure of the Subrecipient 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

8. **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 Subrecipient if the County determines that such termination is in the public interest.

9. Notice and Contact Information - Except as otherwise provided in this Contract, any notice required pursuant to this Contract from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Subrecipient are:

County: Mike Smykowski, Budget Director
Indian River County
1801 27th Street
Building A
Vero Beach, FL 32960

Subrecipient: Louise Hubbard, Executive Vice President
Treasure Coast Homeless Services Council, Inc.
2525 St. Lucie Avenue
Vero Beach, FL 32960

10. 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.
11. Standard Terms. This Contract is subject to the standard terms attached hereto as Exhibit D and incorporated herein in its entirety by this reference.
12. Sovereign Immunity. Nothing herein shall constitute a waiver of the County's sovereign immunity.

IN WITNESS WHEREOF, County and Subrecipient have entered into this Contract on the date first above written.

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Peter D. O'Bryan, Chairman

Attest: Jeffrey R. Smith, Clerk of Court & Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Approved: _____
Jason Brown, County Administrator

Dylan Reingold, County Attorney

SUBRECIPIENT:

By: _____
Louise Hubbard, Executive Vice President

Agency Name: Treasure Coast Homeless
Services Council, Inc.

EXHIBIT A

Indian River County BOCC
Continuum of Care Grants

Description/Grant Name	FAIN #	CFDA#	Amount	Award Date	Grant Period
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0113L4H091705	14.267	\$ 100,428	03/15/18	09/01/18-08/31/19
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0114L4H091710	14.267	\$ 70,776	03/15/18	04/01/18-03/31/19
CONTINUUM OF CARE - HMIS	FL0116L4H091710	14.267	\$ 35,400	03/15/18	09/01/18-08/31/19
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0119L4H091710	14.267	\$ 269,184	03/15/18	07/01/18-06/30/19
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0360I4H091708	14.267	\$ 92,532	03/15/18	06/01/18-05/31/19
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0380L4H091703	14.267	\$ 89,340	03/15/18	09/01/18-08/31/19
CONTINUUM OF CARE - HMIS	FL0418L4H091705	14.267	\$ 27,840	03/15/18	01/01/19-12/31/19
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0440L4H091706	14.267	\$ 108,864	03/15/18	05/01/18-04/30/19
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0338L4H091704	14.267	\$ 70,776	03/15/18	09/01/18-08/31/19
SUBTOTAL OF AWARDS			\$ 865,140		



INDIAN RIVER COUNTY, FLORIDA
AGENDA ITEM
Assistant County Administrator /
Department of General Services

APPROVED BY BCC 05-01-18

Date: April 20, 2018

To: The Honorable Board of County Commissioners

Through: Jason E. Brown, County Administrator

From: Michael C. Zito, Assistant County Administrator

Subject: HUD Grant Renewals for Homeless Management Information System (HMIS) And Continuum of Care (CoC) Program

BACKGROUND

Enclosed are copies of the renewal contracts for the grant awards received to date, which the Treasure Coast Homeless Services Council, Inc. (TCHSC) has secured on behalf of Indian River County.

			<u>Performance Period</u>
FL0113L4H091705	2017 CoCWideTRA	\$100,428	09/01/2018 ends 08/31/2019
FL0114L4H091710	2017 Alcohope Renewal	\$70,776	04/01/2018 ends 03/31/2019
FL0116L4H091710	2017 HMIS CE	\$35,400	09/01/2018 ends 08/31/2019
FL0119L4H091710	2017 New Chronicles	\$269,184	07/01/2018 ends 06/30/2019
*FL0338L4H091704	2017 CoCTRA2	\$70,776	09/13/2018 ends 09/12/2019
FL0360L4H091708	2017 Indian River Chronicles	\$92,532	06/01/2018 ends 05/31/2019
FL0380L4H091703	2017 Family Rental Assistance	\$89,340	09/01/2018 ends 08/31/2019
FL0418L4H091705	2017 Data Quality	\$27,840	01/01/2019 ends 12/31/2019
FL0440L4H091706	2017 New Horizons Two	\$108,864	05/01/2018 ends 04/30/2019

*Pending receipt of the Scope of Work Exhibit. The amount is included in the total award referenced by the enclosure attached to the HUD award letter.

FUNDING:

These grants require NO MATCHING FUNDS from the county, and there are no changes from previous years in the way the funds are disbursed.

RECOMMENDATION:

Staff recommends the Board: 1) Acknowledge the renewal of awards by HUD in the aggregate amount of \$865,140. 2) Authorize the Budget Office to process reimbursement requests from the TCHSC pursuant to the terms of the original grants. 3) Approve the renewal agreement.

ATTACHMENT:

U.S. Department of Housing and Urban Development letter of March 15, 2018, with enclosure (list of conditionally obligated funds awarded.)
 Scope of Work Exhibits

DISTRIBUTION:

Brad Bernauer, Human Services Director
 Louise Hubbard, Treasure Coast Homeless Services Council, Inc.
 Elissa Nagy, Finance Director

APPROVED AGENDA ITEM FOR MAY 1, 2018



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

March 15, 2018

Mr. Bradley Bernauer
Director, County Human Services
Indian River County Board of County Commissioners
1801 27th Street
Vero Beach, FL 32960

Dear Mr. Bernauer:

Congratulations! I am delighted to inform you that HUD selected the project application(s) your organization submitted for funding under Fiscal Year (FY) 2017 Continuum of Care (CoC) Program project application(s) in the total amount of \$865,140.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2017 CoC Program Competition. Projects like your organization's, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure details the conditionally obligated funds for your organization's award(s) which lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each conditionally selected application. Your local HUD field office will send a letter to providing more information to your organization about finalizing the award(s), and executing of your grant agreement(s). After all conditions are satisfied and the grant agreement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

Neal Rackleff
Assistant Secretary

Enclosure

Tax ID Number: 59-6000674
Grant Number: FL0113L4H091705
Effective Date: 03/04/2018
DUNS Number: 079208989

**SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$100,428 for project number FL0113L4H091705. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

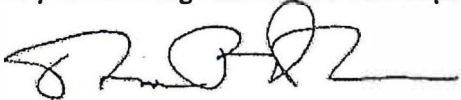
a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	<u>\$100,428</u>
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	\$ _____
k. Administrative costs	\$ _____
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 59-6000674
Grant Number: FL0113L4H091705
Effective Date: 03/04/2018
DUNS Number: 079208989

4. The performance period for the project begins 09/01/2018 and ends 08/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:



(Signature)

Thomas N. Bilodeau, Program Manager

(Typed Name and Title)

04/03/2018

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

BY:



(Signature of Authorized Official)

Brad Bernauer Dir Human Services

(Typed Name and Title of Authorized Official)

4-3-18

(Date)

Tax ID Number: 59-6000674
Grant Number: FL0113L4H091705
Effective Date: 03/04/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base
		%	

Tax ID Number: 59-6000674
Grant Number: FL0114L4H091710
Effective Date: 03/22/2018
DUNS Number: 079208989

**SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$70,776 for project number FL0114L4H091710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

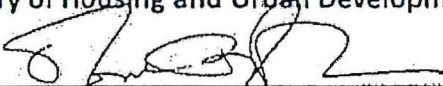
a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	<u>\$70,776</u>
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	\$ _____
k. Administrative costs	\$ _____
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 59-6000674
Grant Number: FL0114L4H091710
Effective Date: 03/22/2018
DUNS Number: 079208989

4. The performance period for the project begins 04/01/2018 and ends 03/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
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6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:


(Signature)

Thomas N. Bilodeau, Program Manager
(Typed Name and Title)

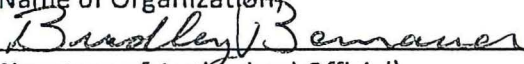
03/22/2018
(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

BY:


(Signature of Authorized Official)

Bradley Bernauer - Human Ser. Dir.
(Typed Name and Title of Authorized Official)

3-22-18
(Date)

Tax ID Number: 59-6000674
Grant Number: FL0114L4H091710
Effective Date: 03/22/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base
		%	

Tax ID Number: 59-6000674
Grant Number: FL0116L4H091710
Effective Date: 03/04/2018
DUNS Number: 079208989

SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$35,400 for project number FL0116L4H091710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	\$ _____
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	<u>\$35,400</u>
k. Administrative costs	\$ _____
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 59-6000674

Grant Number: FL011614H091710

Effective Date: 03/04/2018

DUNS Number: 079208989

4. The performance period for the project begins 09/01/2018 and ends 08/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
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6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:



(Signature)

Thomas N. Bilodeau, Program Manager

(Typed Name and Title)

04/03/2018

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

BY:



(Signature of Authorized Official)

Brad Bernauer Dir Human Services

(Typed Name and Title of Authorized Official)

4-3-18

(Date)

Tax ID Number: 59-6000674
Grant Number: FL0116L4H091710
Effective Date: 03/04/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base
		%	

Tax ID Number: 59-6000674
Grant Number: FL0119L4H091710
Effective Date: 03/22/2018
DUNS Number: 079208989

**SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**

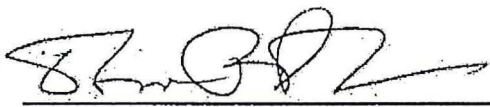
1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$269,184 for project number FL0360L4H091708. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$_____
b. UFA costs	\$_____
c. Acquisition	\$_____
d. Rehabilitation	\$_____
e. New construction	\$_____
f. Leasing	\$_____
g. Rental assistance	<u>\$269,184</u>
h. Supportive services	\$_____
i. Operating costs	\$_____
j. Homeless Management Information System	\$_____
k. Administrative costs	\$_____
l. Relocation costs	\$_____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$_____
Short-term and medium-term rental assistance	\$_____


Tax ID Number: 59-6000674
Grant Number: FL0119L4H091710
Effective Date: 03/22/2018
DUNS Number: 079208989

4. The performance period for the project begins 07/01/2018 and ends 06/30/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: 
(Signature)
Thomas N. Bilodeau, Program Manager
(Typed Name and Title)
03/22/2018
(Date)

RECIPIENT

Indian River County Board of County Commissioners
(Name of Organization)
BY: 
(Signature of Authorized Official)
Bradley Bernauer Dir Human Services
(Typed Name and Title of Authorized Official)
3-23-18
(Date)

Tax ID Number: 59-6000674
Grant Number: FL0119L4H091710
Effective Date: 03/22/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
<u> </u>	<u> </u>	<u> </u> %	<u> </u>

Tax ID Number: 59-6000674
Grant Number: FL0360L4H091708
Effective Date: 03/22/2018
DUNS Number: 079208989

SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)


1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$92,532 for project number FL0360L4H091708. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	<u>\$92,532</u>
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	\$ _____
k. Administrative costs	\$ _____
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 59-6000674
Grant Number: FL0360L4H091708
Effective Date: 03/22/2018
DUNS Number: 079208989

4. The performance period for the project begins 06/01/2018 and ends 05/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: 

(Signature)

Thomas N. Bilodeau, Program Manager


(Typed Name and Title)

03/22/2018

(Date)

RECIPIENT

Indian River County Board of County Commissioners
(Name of Organization)

BY: 

(Signature of Authorized Official)

Bradley Bernauer, Dir Human Services

(Typed Name and Title of Authorized Official)

3-23-18

(Date)

Tax ID Number: 59-6000674
Grant Number: FL0360L4H091708
Effective Date: 03/22/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base
_____	_____	_____ %	_____

Tax ID Number: 59-6000674
Grant Number: FL0380L4H091703
Effective Date: 03/04/2018
DUNS Number: 079208989

**SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**


1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$89,340 for project number FL0380L4H091703. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	<u>\$89,340</u>
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	\$ _____
k. Administrative costs	\$ _____
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 59-6000674
Grant Number: FL0380L4H091703
Effective Date: 03/04/2018
DUNS Number: 079208989


4. The performance period for the project begins 09/01/2018 and ends 08/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: 
(Signature)
Thomas N. Bilodeau, Program Manager
(Typed Name and Title)
04/03/2018
(Date)

RECIPIENT

Indian River County Board of County Commissioners
(Name of Organization)

BY: 
(Signature of Authorized Official)
Brad Bernauer Dir Human Services
(Typed Name and Title of Authorized Official)
4-3-18
(Date)

Tax ID Number: 59-6000674
Grant Number: FL0380L4H091703
Effective Date: 03/04/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

Tax ID Number: 59-6000674
Grant Number: FL0418L4H091705
Effective Date: 04/03/2018
DUNS Number: 079208989

**SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$27,840 for project number FL0418L4H091705. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ _____
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____
g. Rental assistance	\$ _____
h. Supportive services	\$ _____
i. Operating costs	\$ _____
j. Homeless Management Information System	<u>\$27,840</u>
k. Administrative costs	\$ _____
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ _____
Short-term and medium-term rental assistance	\$ _____

Tax ID Number: 59-6000674

Grant Number: FL0418L4H091705

Effective Date: 04/03/2018

DUNS Number: 079208989

4. The performance period for the project begins 01/01/2019 and ends 12/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:



(Signature)

Thomas N. Bilodeau, Program Manager

(Typed Name and Title)

04/03/2018

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

BY:



(Signature of Authorized Official)

Bradley Bernauer Human Services Dir.

(Typed Name and Title of Authorized Official)

4-16-18

(Date)

Tax ID Number: 59-6000674
Grant Number: FL0418L4H091705
Effective Date: 04/03/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

Tax ID Number: 59-6000674
Grant Number: FL0440L4H091706
Effective Date: 03/22/2018
DUNS Number: 079208989

SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

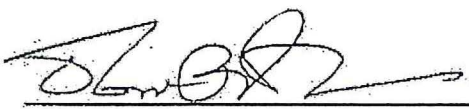
1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$108,864 for project number FL0440L4H091706. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$_____
b. UFA costs	\$_____
c. Acquisition	\$_____
d. Rehabilitation	\$_____
e. New construction	\$_____
f. Leasing	\$_____
g. Rental assistance	<u>\$108,864</u>
h. Supportive services	\$_____
i. Operating costs	\$_____
j. Homeless Management Information System	\$_____
k. Administrative costs	\$_____
l. Relocation costs	\$_____
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$_____
Short-term and medium-term rental assistance	\$_____

Tax ID Number: 59-6000674
Grant Number: FL0440L4H091706
Effective Date: 03/22/2018
DUNS Number: 079208989

4. The performance period for the project begins 05/01/2018 and ends 04/30/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: 
(Signature)
Thomas N. Bilodeau, Program Manager
(Typed Name and Title)
03/22/2018
(Date)

RECIPIENT

Indian River County Board of County Commissioners
(Name of Organization)
BY: 
(Signature of Authorized Official)
Bradley Bernauer, Dir Human Services
(Typed Name and Title of Authorized Official)
3-23-18
(Date)

Tax ID Number: 59-6000674
Grant Number: FL0440L4H091706
Effective Date: 03/22/2018
DUNS Number: 079208989

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

Enclosure

FL0113L4H091705

2017 CoCWideTRA

\$100,428

FL0114L4H091710

2017Alcohope Renewal

\$70,776

FL0116L4H091710

2017 HMIS CE

\$35,400

FL0119L4H091710

2017New Chronics

\$269,184

FL0338L4H091704

2017 CoC TRA 2

\$70,776

FL0360L4H091708

2017 Indian River Chronics

\$92,532

FL0380L4H091703

2017 Family Rental Assistance

\$89,340

FL0418L4H091705

2017 Data Qualitty

\$27,840

FL0440L4H091706

2017 NEW HORIZONS TWO

\$108,864

Total Amount:

\$865,140

EXHIBIT C

[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 or credit card payment. 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.
- 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 D
STANDARD TERMS FOR GRANT CONTRACT

1. 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.
2. 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.
3. 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.
4. 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.
5. Independent Contractor. The Subrecipient is and shall be an independent contractor for all purposes under this Contract. The Subrecipient 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 Subrecipient's sole direction, supervision, and control.
6. Assignment. This Contract may not be assigned by the Subrecipient without the prior written consent of the County.