

Indian River County Grant Contract

This Grant Contract ("Contract") entered into effective this 1st day of October 2024 by and between Indian River County, a political subdivision of the State of Florida, 1800 27th Street, Vero Beach FL, 32960 ("County") and The Salvation Army at 2655 5th St SW Vero Beach, FL 32962 ("Recipient") for program(s) After School Music Education for Children & Youth.

Background Recitals

- A. The County has determined that it is in the public interest to promote healthy children in a healthy community.
- B. The County adopted Ordinance 99-1 on January 19, 1999, and amended by Ordinance 2022-007 adopted on May 17, 2022, ("Ordinances") establishing the Children's Services Advisory Committee to promote healthy children in a healthy community and to provide a unified system of planning and delivery within which children's needs can be identified, targeted, evaluated and addressed.
- C. The Children's Services Advisory Committee has issued a Request For Proposals from individuals and entities that will assist the Children's Services Advisory Committee in fulfilling its purpose.
- D. The Proposals submitted to the Children's Services Advisory Committee and the recommendation of the Children's Services Advisory Committee have been reviewed by the County.
- E. The Recipient, by submitting a Proposal to the Children's Services Advisory Committee, has applied for a grant of money ("Grant") for the Grant Period defined as October 1, 2024 – September 30, 2025
- F. The County has agreed to provide such Grant funds to the Recipient for the Grant Period 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 and is incorporated herein by reference as "Children's Services Advisory Committee Grant Application - CSAC 2024-25 Grant Application and all associated Supporting Documents" and attached hereto as "Exhibit A – Proposal Cover Page and Funder Budget".
- 3. Term. The Recipient acknowledges and agrees that the Grant is limited to the fiscal year 2024/25 ("Grant Period"). The Grant Period commences on October 1, 2024 and ends on September 30, 2025.
- 4. Grant Funds and Payment. The approved Grant amount for the Grant Period is ten thousand dollars (\$10000). 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. All reimbursement requests shall conform with Indian River County Policy dated August 16, 2022, attached as Exhibit "C". 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.

5.1.1 Cooperation. The Recipient, its directors, managers, employees, and volunteers shall cooperate with any requests for information relating to this Contract and the services and programs provided under this Contract by the County or the Clerk of Courts and Comptroller. Cooperation shall include, but is not limited to, providing records, bank statements, attendance rosters, answering questions, and participating in interviews by County or Clerk of Courts and Comptroller staff. The Recipient, its directors, managers, employees, and volunteers shall respond to requests for information within 5 business days, unless the County or Clerk of Courts and Comptroller agree to an alternative response time.

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 Quarterly Performance Reports. The Recipient shall submit quarterly, cumulative, Performance Reports to the Human Services Department of the County within fifteen (15) business days following: December 31, March 31, June 30, and September 30. These reports should include but not limited to the number of unduplicated children served during the quarter, and the progress the agency has made toward meeting their goals and objectives as they stated in their RFP response.

5.3.1 Attendance Tracking. Funded programs are required to submit quarterly attendance reports to the County. These reports will detail participant numbers and demographic information, facilitating an accurate evaluation of program reach and impact.

5.4 Site Visits. In support of effective coaching, feedback, and assistance to agencies, site visits will be jointly conducted by CSAC staff and, when available, a committee-appointed representative from the Children's Services Advisory Committee. These visits will provide valuable insights into program implementation, alignment with stated objectives, and potential areas for improvement. This comprehensive assessment approach ensures the optimal development of the funded programs.

5.5 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.

5.5.1 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 Children's Services Advisory Committee and, after consultation with the Indian River County Office of Management and Budget and the Clerk's Auditor, funding under this Contract may cease immediately. The foregoing termination right is in addition to any other right of the County to terminate this Contract.

5.5.2 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.

5.6 Insurance Requirements. Recipient shall, no later than October 1, 2024, 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.

5.7 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.

5.8 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.

5.9 Public Records. The Recipient agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). The Recipient shall comply with Florida's 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

PUBLCRECORDS@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 D and incorporated herein in its entirety by this reference.
9. Sovereign Immunity. Nothing herein shall constitute a waiver of the County's sovereign immunity.
10. Notification. Recipient shall notify County of all changes in Recipient's senior management and of any litigation filed against or by Recipient.

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

Approved: John A. Titkanich, Jr.
John A. Titkanich, Jr., ICMA-CM, AICP
County Administrator

Approved as to form and legal sufficiency:
Susan Prado
Susan Prado
Deputy County Attorney

RECIPIENT:
By: Stephen Ellis
Name, Title
Stephen Ellis
Treasurer

The Salvation Army, a Georgia Corporation
Agency Name