

CAPITAL PROJECT FUNDING AGREEMENT

Between

BROWARD COUNTY

and

[Insert Legal Name of Organization]

PROJECT: **[Insert Capital Funding Name or Brief Description of Project]**

Fiscal Year 20____

Agreement Number - _____

CAPITAL PROJECT FUNDING AGREEMENT

Between

BROWARD COUNTY

and

[Insert Legal Name of Organization]

PROJECT: **[Insert Capital Funding Name or Brief Description of Project]**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns ("COUNTY"), and **[Insert Legal Name of Organization], [insert as applicable an active Florida not-for-profit corporation, a public entity, etc].** ("GRANTEE"), collectively referred to as "the Parties."

WHEREAS, GRANTEE was organized for the purpose of providing **[Insert GRANTEE's mission statement]**; and

WHEREAS, GRANTEE has proposed **[Insert Project Description]** (the "Project"); and

WHEREAS, COUNTY has determined that its funding of GRANTEE's Project serves a county and a public purpose; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants and promises and other good and valuable consideration, the Parties agree as follows:

ARTICLE 1
PROJECT SCOPE AND SCHEDULE

- 1.1 GRANTEE shall perform the Project described in Exhibit "D-1," Scope of Project, in a manner satisfactory to COUNTY, within the time periods specified in Exhibit "D-3," Project Schedule, and within the budget proposed in Exhibit "D-4," Project Budget. The location of the building for the Project is located in Broward County, Florida ("Property").

- 1.2 GRANTEE shall perform its duties, obligations, and services under this Agreement in a skillful and acceptable manner. The quality of GRANTEE's performance and all interim and final product(s) provided shall be comparable to local and national standards.

ARTICLE 2

TERM

The term of this Agreement shall commence on the date of complete execution by both Parties or as of _____, whichever is earlier ("Effective Date"), through _____ ("Initial Term"). If the Initial Term of this Agreement and/or any of the Extension Periods of this Agreement goes beyond a single fiscal year of COUNTY, any continuation of this Agreement beyond the end of any such fiscal year shall be subject to the appropriation and availability of funds of COUNTY in accordance with Chapter 129, Florida Statutes, as amended.

ARTICLE 3

FUNDING AND METHOD OF PAYMENT

- 3.1 COUNTY shall provide GRANTEE funding, on a reimbursement basis, in an amount not to exceed **[Insert Grant Funding Amounts]** Dollars (\$_____) ("Funds" or "Agreement Amount") to commence and complete the Project pursuant to this Agreement, subject to the availability of funds from COUNTY in its then current budget and in compliance with COUNTY's laws, rules, and regulations (as amended). The Director or Deputy Director of COUNTY's Human Services Department ("Human Services") has the authority, in his/her sole discretion, to make adjustments to Funds, subject to previously approved department's budgeted funds. Such authority and discretion are to be exercised for the purpose of maximizing expenditure of COUNTY funds. Such adjustments may be triggered by underutilization by GRANTEE, availability of funds, or any other reason in furtherance of the objectives of COUNTY's Human Services. Such adjustments may be made in writing and signed by such Director or Deputy Director on behalf of COUNTY notifying GRANTEE in writing of such adjustments at least ten (10) calendar days prior to its effective date.
- 3.2 The Funds shall be disbursed to GRANTEE upon GRANTEE's presentation of paid receipts relative to the Project evidencing expenses incurred by GRANTEE during the term of this Agreement. The receipts shall be detailed and include the vendor's name and address.
- 3.3 All requests for payments submitted by GRANTEE shall be set forth on the Cost Reimbursement Invoice form, attached as Exhibit "E." Cost Reimbursement Invoice forms shall be signed by a duly authorized individual of GRANTEE.

- 3.4 GRANTEE shall provide signature authorizations to COUNTY as shown in Exhibit "A," Authorized Invoice Signators and Exhibit "B," Certification of Empowerment, attached and made a part of this Agreement. Should it become necessary for GRANTEE to replace signators, a notarized copy of the authorizing resolution as passed by GRANTEE's Board of Directors or Trustees shall be submitted to COUNTY's Contract Administrator, along with replacement Exhibit "A," Authorized Invoice Signators, and Exhibit "B," Certification of Empowerment. A letter from the President of the Board of Directors or Trustees setting forth the reason for the action must accompany the notarized copy. Both items must be submitted to COUNTY on or before the fifteenth (15th) of the month following replacement of the signators.
- 3.5 All payments shall be made solely in the name of GRANTEE as the official payee. GRANTEE has provided the name, address, and federal identification number of the official payee to whom the funding reimbursement should be made which is as follows:

[Insert Name of Grantee]
Attn: [Insert Name and Title]
[Insert address line 1]
[Insert address line 2]
[Insert address line 3]

Telephone number: _____

GRANTEE shall provide its federal identification number on a form provided by COUNTY's Contract Administrator at the time of GRANTEE's execution of this Agreement. Any and all payments to GRANTEE will be made in accordance with Broward County's Prompt Payment Ordinance.

- 3.6 GRANTEE shall pay its subcontractors and suppliers prior to submitting an invoice for payment from COUNTY for such subcontracted work or supplies unless GRANTEE documents any dispute on Exhibit "C" and submits such exhibit to COUNTY. GRANTEE shall execute and submit a copy of Exhibit "C" with each submitted invoice.

If GRANTEE has been authorized in accordance with Article 7 to use Subcontractors or if GRANTEE uses any suppliers of materials for the provisions of the required services herein, GRANTEE shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers in the form attached hereto as Exhibit "C." The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in item 2 of the form, explaining the good cause why payment has not been made.

GRANTEE agrees that nonpayment of a subcontractor or supplier as required by Section 3.6 herein shall be a material breach of this Agreement and that COUNTY may, at its option, withhold progress payments unless and until GRANTEE demonstrates timely payments of sums' due to such subcontractors or suppliers. GRANTEE agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when GRANTEE demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

ARTICLE 4 MONITORING AND RECORD KEEPING

- 4.1 GRANTEE shall provide COUNTY with reports on the Project as required in Exhibit "F." Reports shall include the status of purchases and/or Project implementation.
- 4.2 GRANTEE shall assign appropriate staff as necessary to attend periodic meetings with COUNTY, as requested by COUNTY, to assess the Project status and/or to review the facility design and renovation plans.
- 4.3 GRANTEE agrees to make all records pertaining to the Project subject to inspection, review, and/or audit by COUNTY.
- 4.4 GRANTEE understands and agrees that monitoring reports generated periodically by designated COUNTY staff shall be considered as a factor in evaluating future funding requests from GRANTEE.
- 4.5 COUNTY shall have the right to audit the books, records, and accounts of GRANTEE that are related to this Project. GRANTEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.
- 4.6 In addition to Article 16, GRANTEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after the termination or expiration of this Agreement or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida

Public Records Act is determined by COUNTY to be applicable to GRANTEE's records, GRANTEE shall comply with all requirements; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

- 4.7 GRANTEE shall include the requirements of Article 4 in all subcontracts and other agreements that GRANTEE enters into for goods or services provided for or provided in connection with this Agreement.

ARTICLE 5 REPORTS AND AUDITS

- 5.1 In the event GRANTEE is utilizing COUNTY funding for purchase assistance, then the following shall apply:
- 5.1.1 GRANTEE shall provide to Contract Administrator three (3) copies of audited financial statements, consisting of a statement of financial position, a statement of activities, and a statement of cash flows, changes in the fund balance, a statement of functional expenses, and any management letter(s). The audit of the financial statements shall be performed in accordance with Generally Accepted Auditing Standards by an independent certified public accountant. GRANTEE agrees to comply with the requirements of OMB Circular A-133 entitled, "Audits of States, Local Government, and Nonprofit Organizations" for funding levels of Five Hundred Thousand Dollars (\$500,000) or more, if applicable.
- 5.1.2 Annual financial statements shall account for all monies received from COUNTY, via explicit disclosures in the financial statements and/or accompanying notes to the financial statements.
- 5.1.3 Three (3) copies of each financial statement shall accompany management letters, if any, and shall be submitted to COUNTY's Contract Administrator for this Agreement within one hundred twenty (120) calendar days after the close of each of GRANTEE's fiscal years in which GRANTEE accounts for funds under this Agreement or with any other agreements that GRANTEE has with COUNTY.
- 5.1.4 Late submission of the financial statements and management letters shall result in suspension of payment under this Agreement and subsequent agreements until the financial statements and management letters are received and accepted by COUNTY. Suspension of payment shall not excuse GRANTEE from continued delivery of service, although COUNTY

will pay no invoices until financial statements and management letters are received and accepted by COUNTY.

- 5.1.5 GRANTEE understands and acknowledges that submission of audited financial statements to any other Broward County Office or Division does not constitute compliance with requirements to submit that material to the Contract Administrator.
- 5.1.6 GRANTEE shall provide to COUNTY's Contract Administrator for this Agreement three (3) copies of the schedule of corrections developed in response to any management letter(s) within forty-five (45) calendar days of development.
- 5.2 GRANTEE agrees to reimburse COUNTY for any and all funds not used in compliance with this Agreement by GRANTEE within ten (10) calendar days after notifying COUNTY's Contract Administrator in writing.
- 5.3 GRANTEE shall provide to COUNTY's Contract Administrator for this Agreement three (3) copies of any compliance audits required by law within forty-five (45) calendar days of receipt and a copy of the response within forty-five (45) calendar days of the date prepared by GRANTEE.
- 5.4 GRANTEE shall provide three (3) copies of financial statements/reports for services or products purchased and/or subsidized in whole or in part by another public or private funding source similar or identical to those services or products funded by COUNTY's reimbursement.

ARTICLE 6 INDEPENDENT CONTRACTOR

GRANTEE is an independent contractor under this Agreement. Services provided by GRANTEE pursuant to this Agreement shall be subject to the supervision of GRANTEE. In providing such services, neither GRANTEE nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to GRANTEE or GRANTEE's agents any authority of any kind to bind COUNTY in any respect whatsoever.

[Remainder of Page Intentionally Left Blank]

ARTICLE 7 SUBCONTRACTING

- 7.1 GRANTEE may not subcontract services without the prior written approval of COUNTY's Contract Administrator which approval is in his/her sole discretion. Services provided by GRANTEE's subgrantees shall be subject to supervision by GRANTEE. GRANTEE shall be solely responsible for making payments to its subcontractors and subgrantees in a timely manner as required by its subcontract(s).
- 7.2 The delivery of services through subgrantees shall not relieve GRANTEE of full responsibility for all requirements, provisions, and terms of this Agreement.
- 7.3 GRANTEE shall require all subgrantees, by written contract, to conform with the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards.
- 7.4 GRANTEE agrees to reimburse COUNTY for any and all funds not used in compliance with this Agreement by GRANTEE and subgrantees. Such reimbursement payments shall be due and payable within ten (10) calendar days after COUNTY's Contract Administrator's written request.

ARTICLE 8 AMENDMENTS/ASSIGNMENTS

- 8.1 This Agreement, or any interest, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by GRANTEE.
- 8.2 Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and equal dignity by GRANTEE and COUNTY through its Board of County Commissioners ("Board"); however, the County Administrator may execute amendments to Section 3.1 or any of the exhibits based on any adjustments approved in advance in writing by the Director or Deputy Director of COUNTY'S Human Services. Notwithstanding anything in this Agreement to the contrary, the Director or Deputy Director of Human Services may also execute written amendment(s) relating to the authorized adjustments in Section 3.1, including any modifications required on any exhibit(s) as a result of such adjustments. The County Administrator may also execute other amendment(s) to change the dollar amount in Section 3.1, subject to previously approved department's budgeted funds; amendments to any of the exhibits attached to this Agreement, and/or amendment(s) to Article 12, "Insurance."

ARTICLE 9
EEO AND CBE COMPLIANCE

9.1 EEO COMPLIANCE:

GRANTEE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as amended. GRANTEE shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds under this Agreement shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

GRANTEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. GRANTEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, GRANTEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

GRANTEE agrees to furnish to the Contract Administrator two (2) copies of its Equal Employment Opportunity Policy and Client Non-Discrimination Policy at the time of GRANTEE's execution of this Agreement. GRANTEE also agrees to furnish to the Contract Administrator two (2) copies of its Americans with Disabilities Act policy of compliance at the time of GRANTEE's execution of this Agreement.

All of these policies and any other policies required under this Agreement, must meet the approval of Contract Administrator, in his/her sole and absolute discretion. COUNTY, through its Human Services Director or Deputy Director, may terminate this Agreement at any time in the event he/she disapproves of any of GRANTEE's policies and/or GRANTEE fails to provide a policy that Contract Administrator believes to be appropriate, in his/her sole and absolute discretion, within ten (10) calendar days after written notice requesting appropriate policy in accordance with the "NOTICES" section of this Agreement.

GRANTEE agrees to submit any revisions to the policies required herein to the Contract Administrator within thirty (30) calendar days of the revision date. Such

revisions are subject to the same conditions of approval by COUNTY as provided above.

By execution of this Agreement, GRANTEE represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as amended). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from GRANTEE all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

9.2 CBE:

Although no CBE goal has been set for this Agreement, COUNTY encourages GRANTEE to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 10 USE OF FUNDS AND ADDITIONAL RESTRICTIONS

- 10.1 GRANTEE shall use the Funds, if any, only to pay the capital costs or expenses of GRANTEE incurred in connection with the Project. In the event that the Funds are not needed by GRANTEE to pay such capital costs or expenses, such portion of the Funds shall be returned to COUNTY within thirty (30) calendar days of the expiration or earlier termination of this Agreement.
- 10.2 Upon the expiration or earlier termination of this Agreement, GRANTEE shall demonstrate that all renovations and/or purchases are completed within the Agreement Term, or GRANTEE shall be obligated to repay all funding awarded under this Agreement within ten (10) calendar days after written request by COUNTY's Contract Administrator.
- 10.3 GRANTEE agrees to implement Project and comply with the timetable set forth in the Project Schedule, attached hereto as Exhibit "D-3" and made a part of this Agreement. Failure to maintain the implementation schedule within sixty (60) calendar days after the checkpoints identified in the timetable shall warrant a full review by COUNTY's Human Services staff. Such review shall be the first step toward possible reprogramming of funds. Failure to maintain the implementation schedule within sixty (60) calendar days shall be cause for an attendant recommendation from COUNTY's Human Services that all uncommitted and unexpended funds be transferred to the contingency account or be reprogrammed, consistent with the Human Services Grant Funding Program.
- 10.4 GRANTEE shall establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for

private gain for themselves or others, particularly those with whom they have family, business, or other ties.

ARTICLE 11 INDEMNIFICATION

GRANTEE shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, GRANTEE, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, GRANTEE shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due GRANTEE under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

[INSTRUCTION: SUBSTITUTE BELOW FOR APPLICABLE PUBLIC ENTITIES]

If GRANTEE is a state agency or subdivision thereof, as defined in Section 768.28, Florida Statutes, as amended, GRANTEE agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by such GRANTEE to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or under this Agreement.

[Remainder of Page Intentionally Left Blank]

ARTICLE 12
INSURANCE

12.1 COMMERCIAL OR GENERAL LIABILITY

GRANTEE agrees to maintain Commercial General Liability coverage at a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence. GRANTEE agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. GRANTEE agrees to endorse COUNTY as additional insured with either a CG 2020 Additional Insured -- Owners, Lessees, or Contractors or CG 2026 Additional Insured -- Owners, Lessees, or Contractors -- Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. The certificate holder address for GRANTEE shall read "Broward County." COUNTY is to be included as an "Additional Insured" in the name of "Broward County" with respect to liability (General and Excess) arising out of operations performed for COUNTY.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to COUNTY as provided for on Exhibit "F", "Required Reports and Submission Dates. Failure to submit the respective Certificate of Insurance such that a current Certificate of Insurance, approved in writing by COUNTY's Risk Management Division, is maintained by the Contract Administrator shall result in suspension of any funds due and owing for any outstanding invoice of GRANTEE by COUNTY. GRANTEE shall submit its current Certificate of Insurance to the Contract Administrator at the time of its execution of this Agreement with renewals of same annually thereafter for any renewal term to the Human Services Repository.

12.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE **[ONLY APPLICABLE WHEN GRANTEE IS REQUIRED TO COME ONTO BROWARD COUNTY PREMISES]:**

Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Insurance Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 12.1.1 Comprehensive Form;
- 12.1.2 Owned Vehicles, if applicable;
- 12.1.3 Hired, if applicable;
- 12.1.4 Non-Owned Vehicles, if applicable;

12.1.5 Any Auto, if applicable.

12.3 UMBRELLA OR EXCESS LIABILITY POLICY

GRANTEE may satisfy the limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either the Commercial General Liability or Business Auto Liability. GRANTEE agrees to endorse COUNTY as an "Additional Insured" on Umbrella or Excess Liability policy. The additional insured shall read "Broward County Board of County Commissioners, Florida." The certificate holder address for GRANTEE shall read "Broward County Board of County Commissioners, Florida."

12.4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY

GRANTEE agrees to maintain Workers' Compensation Insurance and Employers Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the state of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of a minimum of Five Hundred Thousand Dollars (\$500,000) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

12.5 CERTIFICATES OF INSURANCE

GRANTEE agrees to provide COUNTY the Certificate(s) of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. Certificates shall name "Broward County" as certificate holder. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of GRANTEE is completed. All policies shall be endorsed to provide COUNTY with at least thirty (30) days' notice of expiration, cancellation, and/or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least ten (10) days prior to the date of their expiration.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to COUNTY as provided for on Exhibit F, "Required Reports and Submission Dates." Failure to submit the respective Certificate of Insurance such that a current Certificate of Insurance, approved in writing by COUNTY's Risk Management Division, is maintained by the Contract Administrator shall result in suspension of any funds due and owing for any outstanding invoice of GRANTEE by COUNTY. GRANTEE shall submit a copy of its current Certificate

of Insurance to the Contract Administrator at the time of its execution of this Agreement with renewals of same annually and thereafter for any extended term or Option Period to the Repository. In addition, GRANTEE shall submit any changes or revisions to the noted Certificates to the Repository within ten (10) days of such change or revision.

12.6 RIGHT TO REVIEW AND REVISE

COUNTY, by and through the Risk Management Division, reserves the right, but not the obligation, to review and revise any insurance requirements at the time of amendment requiring Board's approval, not limited to deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage. If GRANTEE uses a subcontractor, GRANTEE shall ensure that subcontractor names COUNTY as an additional insured.

12.7 INVOICES

No invoices shall be paid until the files of Contract Administrator contain documentation approved in writing by COUNTY's Risk Management Division.

12.8 WAIVER

All insurance requirements under this Article may be waived by County's Risk Management Division based on the nature and scope of the services being provided.

[INSTRUCTION: SUBSTITUTE BELOW FOR APPLICABLE PUBLIC ENTITIES IN LIEU OF ALL THE ABOVE IN ARTICLE 12]

If GRANTEE is a state agency or subdivision as defined by Section 768.28, Florida Statutes, as amended, GRANTEE shall furnish to COUNTY's Contract Administrator a total of three (3) copies of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended, prior to final execution of this Agreement.

COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If GRANTEE uses a subcontractor, GRANTEE shall ensure that subcontractor names COUNTY as an additional insured.

The insurance requirements under Article 12, or any portion thereof, may be waived in writing by COUNTY's Risk Manager, Risk Management Division.

- 12.9 The certificate holder address shall read "Broward County." Broward County shall be used in all insurance documentation.
- 12.10 GRANTEE agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Coverage is not to cease and is to remain in force until all performance required of GRANTEE is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of non-renewal or cancellation and/or restriction. If any of the insurance coverage's expire prior to the completion of the work; copies of renewal policies shall be furnished at least ten (10) days prior to the date of their expiration.

ARTICLE 13 DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 13.1 COUNTY's Contract Administrator for this Agreement is the Director or Deputy Director of COUNTY's Human Services. The representative of GRANTEE responsible for the administration of the Project under this Agreement is **[insert title]**.
- 13.2 The empowered signator of this Agreement for GRANTEE is its _____ as referenced in Exhibit "B," Certification of Empowerment attached and made a part of this Agreement.

ARTICLE 14 PUBLIC ENTITY CRIMES

GRANTEE represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as amended, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by

COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 15
NOTICES

Except as otherwise specified in this Agreement, whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

BROWARD COUNTY:

Director

[Insert Division]: Broward County's _____

[Insert Address]: _____

GRANTEE:

[Insert Title]

[Insert Grantee]: _____

[Insert Address]: _____

GRANTEE shall notify the Contract Administrator in writing of any changes in the name, title, and/or address for GRANTEE stated under Article 15 herein.

COUNTY represents that the director shown in Article 15 herein shall be deemed to be the Contract Administrator for this Agreement unless GRANTEE is otherwise notified by COUNTY in writing of any changes to such Contract Administrator and/or any changes to the name, title, person, and address for COUNTY using the "Notices" procedures stated in Article 15 of this Agreement.

ARTICLE 16
RETENTION OF RECORDS AND RIGHTS IN DOCUMENTS

- 16.1 In addition to Article 4, GRANTEE shall preserve and make available all financial records, including before and after payment, supporting documents, statistical records, and any other documents pertinent to this Agreement during the Agreement Term and for a period of at least five (5) years after termination or expiration of this Agreement or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended); or, if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of the audit findings. In connection with any services with respect to the Project provided pursuant to this Agreement, GRANTEE agrees to comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended) to the full extent that such Act is applicable to GRANTEE.

GRANTEE shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 16.1.

16.2 RIGHTS IN DOCUMENTS AND WORK:

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, GRANTEE grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by GRANTEE, whether finished or unfinished, shall become the property of COUNTY and upon request of Contract Administrator shall be delivered by GRANTEE to the Contract Administrator within seven (7) days of said request. Any compensation due to GRANTEE shall be withheld until all documents are received as provided herein. After the five (5) year period or any longer retention period if required by Florida's public records laws, as amended from time to time, as stated in Article 4, GRANTEE shall notify COUNTY's Contract Administrator in writing pursuant to the "NOTICES" section of this Agreement that the retention time period required of GRANTEE has expired and provide COUNTY at least a ten (10) calendar days opportunity to obtain the records if COUNTY desires to retain the records for a longer period of time. This Article shall survive the expiration or termination of the Agreement.

[Remainder of Page Intentionally Left Blank]

ARTICLE 17
TERMINATION OF AGREEMENT

- 17.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved Party identifying the breach. Termination for cause by COUNTY shall be done by action of the Board with written notice provided to GRANTEE by the Human Services Director, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for cause by GRANTEE shall be effective not less than thirty (30) days after notice of termination is received by COUNTY. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The Parties agree that if COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 17.2 This Agreement may be terminated for cause for reasons including, but not limited to, GRANTEE's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if GRANTEE is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if GRANTEE provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 17.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice through the Contract Administrator that shall be promptly confirmed in writing by the Human Services Director in accordance with the "NOTICES" section of this Agreement.
- 17.4 In the event this Agreement is terminated for convenience by COUNTY, GRANTEE shall be paid for any services performed under the Agreement

through the termination date specified in the written notice of termination. GRANTEE acknowledges and agrees that it has received good, valuable, and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by GRANTEE, is given as specific consideration to GRANTEE, for COUNTY's right to terminate this Agreement for convenience.

- 17.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due GRANTEE may be withheld by COUNTY until all documents are provided to COUNTY, if requested by the Contract Administrator, pursuant to the "RETENTION OF RECORDS AND RIGHTS IN DOCUMENTS" provision of this Agreement.
- 17.6 The Board shall be the final authority as to the availability of funds and how available funds will be allotted among its various providers. In the event funds to finance the services set forth in Article 3, "FUNDING AND METHOD OF PAYMENT," of this Agreement become unavailable, the obligations of each Party hereunder may be terminated upon no less than twenty-four (24) hours prior written notice to the other Party. If such termination is being done by COUNTY after such determination or action by the Board, the written notice may be provided by the Contract Administrator.
- 17.7 Except as otherwise specifically provided, whenever notice of termination is being provided under this Article herein, it shall be given in accordance with the "NOTICES" section of this Agreement.
- 17.8 This Agreement may also be terminated in accordance with the "EEO and CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

ARTICLE 18 REPRESENTATIONS AND ACKNOWLEDGMENTS

- 18.1 GRANTEE represents to COUNTY that:
 - a. There have been no irregularities involving its management or employees that could have a material effect on GRANTEE's operations or financial stability.
 - b. GRANTEE has committed no violations or possible violations of laws or regulations, the effects of which should be considered by COUNTY prior to entering into this Agreement.
 - c. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.

- d. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
 - e. All representations and information provided by GRANTEE to COUNTY in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.
 - f. COUNTY has relied on representations and information provided to COUNTY by GRANTEE in the course of competing for and developing this Agreement.
- 18.2 GRANTEE acknowledges that information, guidance, and technical assistance offered by Contract Administrator, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the Board of County Commissioners and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

ARTICLE 19 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, GRANTEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 20 COMPLIANCE WITH LAWS

GRANTEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 21
SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or GRANTEE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 22
PRIOR AGREEMENTS SUPERSEDED, MERGER

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 23
CONFLICTS

- 23.1 Neither GRANTEE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with GRANTEE's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.
- 23.2 GRANTEE further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or GRANTEE is not a party, unless compelled by court process. Further, GRANTEE agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude GRANTEE or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.
- 23.3 In the event GRANTEE is permitted pursuant to this Agreement to utilize subgrantees to perform any services required by this Agreement, GRANTEE agrees to require such subgrantees, by written contract, to comply with the provisions of this section to the same extent as GRANTEE.

ARTICLE 24
THIRD PARTY BENEFICIARIES

Neither COUNTY nor GRANTEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 25
ADVERTISEMENT AND PUBLICITY

GRANTEE may use signage or other advertisement during and upon completion of the Project. Should GRANTEE utilize any signage or advertisement which identifies the Project, language shall be included on the sign or advertisement, in conspicuous and noticeable font and type of no less than twelve (12) point font, which indicates "This Project was funded in part by Broward County Human Services Department." All signs and advertisements shall be reviewed and approved in writing by COUNTY's Contract Administrator prior to posting.

GRANTEE is authorized by this Agreement that it may use the name of COUNTY in the name of "Broward County" in any advertising materials concerning publicity and promotion of GRANTEE related to the services funded by this Agreement.

GRANTEE further agrees that in all advertisements, press releases or other type of publicity activities concerning the services funded by this Agreement, undertaken by GRANTEE in connection with this Agreement, shall include the following statement:

The services provided by **[insert GRANTEE's name]** is a collaborative effort between Broward County and **[insert GRANTEE's name]** with funding provided by the Broward County Board of County Commissioners under an Agreement.

ARTICLE 26
SURVIVAL

The Parties agree that the following provisions shall survive the expiration or earlier termination of this Agreement for at least a period of five (5) years from the date of the expiration or termination of this Agreement or a longer period of time if required by Chapter 119, Florida Statutes, (as amended): Article 4, "Monitoring and Record Keeping;" Article 5, "Reports and Audits;" Section 8.1 of Article 8, "Amendments/Assignments;" Section 10.2 of Article 10, "Use of Funds and Additional Restrictions;" Article 12, "Insurance;" Article 15, "Notices;" Article 16, "Retention of Records and Rights in Documents;" Article 19, "Jurisdiction, Venue, Waiver of Jury Trial;" and Article 25, "Advertisement and Publicity."

ARTICLE 27
MISCELLANEOUS

27.1 JOINT PREPARATION

Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

27.2 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 28 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 28 shall prevail and be given effect.

27.3 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any funds that are the subject of a dispute regarding this Agreement and that are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by GRANTEE.

27.4 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

27.5 DRUG-FREE WORKPLACE CERTIFICATION

GRANTEE certifies that by execution of the Drug-Free Workplace Certification, done through COUNTY's Request for Proposal process and which is now made a part hereof, that it will provide a drug-free workplace program and continue to make a good faith effort to maintain a drug-free workplace program as set forth in Section 112.0455, Florida Statutes, as amended, Drug-Free Workplace Act.

GRANTEE agrees to submit two (2) copies of its Drug-Free Workplace Policy to the Contract Administrator prior to or with the signed Agreement.

27.6 INTERPRETATION

The Parties understand and accept the need for consistent interpretation of GRANTEE-related agreements funded by COUNTY. If the Contract Administrator identifies a contractual issue which requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program GRANTEE's. If GRANTEE identifies a contract provision which requires interpretation in order for GRANTEE to understand its obligations, GRANTEE will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will obtain a written response from the Director or Deputy Director of COUNTY's Human Services and provide such written response to GRANTEE within a reasonable time after any request by GRANTEE for an interpretation. Contract Administrator's interpretations shall be deemed conclusive and final.

27.7 MATERIALITY AND WAIVER OF BREACH

COUNTY and GRANTEE agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 28 INCORPORATION BY REFERENCE

28.1 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits A through F are incorporated into and made a part of this Agreement.

28.2 GRANTEE agrees to abide by all of the covenants and representations contained in the Request for Proposals/Applications (RFP/RFA) submitted by GRANTEE upon which COUNTY relied and upon which this Agreement is based, and GRANTEE agrees that such covenants and representations in the RFP/RFA form, become a part of, and are incorporated by reference into this Agreement. If the RFP/RFA or any portion of such RFP/RFA conflicts with this Agreement, this

Agreement (including its exhibits) shall control and govern the interpretation of any conditions and terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement Number _____, on the respective dates under each signature: BROWARD COUNTY signing by and through its County Administrator, authorized by Resolution to execute same by Board action on the _____ day of _____, 20____, and GRANTEE, _____, an active **[Insert not-for-profit corporation or public entity]**, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

Print Name

By _____
Bertha Henry, County Administrator

Signature

Print Name

_____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Authorized Signature(Date)

By _____
_____(Date)
Assistant County Attorney

**[Insert name (and if applicable
title) above or remove]**

KSG:dp
Capital.Shell.2012.a01
#11-063.09
9/14/11

CAPITAL PROJECT FUNDING AGREEMENT BETWEEN BROWARD COUNTY AND
_____, AGREEMENT NUMBER

GRANTEE

WITNESSES:

Signature

Print Name

Signature

Print Name

Agency Name (Type or Print above)

Authorized Signature

Print/Type Name and Title of
authorized signor above

_____ day of _____, 20__

Attest:

Authorized Signature above

Print/Type Name and Title of
authorized signor above

(SEAL)

EXHIBIT A
AUTHORIZED INVOICE SIGNATORS

Agreement #: [Enter number or title]

The following individuals are authorized to sign monthly invoices and certification statements on behalf of [Enter legal name and d/b/a name as applicable], hereinafter known as "GRANTEE," as required by this Agreement between COUNTY and GRANTEE:

_____ and
(Name and Title Typewritten)

(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to [enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors meeting minutes, the authorizing statute, etc.]:

Appearing below are samples of the authorized signatures.

(Authorized Signature) (Date)

(Authorized Signature) (Date)

Authorized Name

Authorized Name

Witness Signature:

Witness Signature

Signature _____

Signature _____

Name _____
(Print or Type)

Name _____
(Print or Type)

Date _____

Date _____

(CORPORATE SEAL)

EXHIBIT B
CERTIFICATION OF EMPOWERMENT

Agreement #: [Enter number or title]

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of [Enter legal name and d/b/a name as applicable], hereinafter known as "GRANTEE," and any amendments hereto between COUNTY and GRANTEE. The signature of the above-named person in this Agreement on behalf of GRANTEE binds GRANTEE to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors meeting minutes, the authorizing statute, etc.):

Appearing below is a sample of the authorized signature.

(Authorized Signature)

(Date)

Witness Signature:

Signature _____

Name _____
(Print or Type)

Date _____

Witness Signature

Signature _____

Name _____
(Print or Type)

Date _____

(CORPORATE SEAL)

EXHIBIT C
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement No. _____

The undersigned GRANTEE hereby swears under penalty of perjury that:

1. GRANTEE has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 3, "FUNDING AND METHOD OF PAYMENT" of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned is authorized to execute this Certification on behalf of GRANTEE.

Dated _____, 20__ GRANTEE: _____

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by GRANTEE's _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment) typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

EXHIBIT D-1
SCOPE OF PROJECT

Grantee: _____ Project Name: Capital Funding

Division: _____ Agreement #: _____

I. Scope of Project:

II. Amount for Term of Agreement: \$ _____

III. Outcomes/Indicators

Outcomes and Indicators are attached as Exhibit D-2

IV. Other Requirements _____

EXHIBIT D-2
OUTCOMES

GRANTEE: _____

Program Name: _____

Division: _____

Agreement #: _____

OUTCOMES

Program Type	Activities	Outcomes	Indicators	Data Source	Data Collection Method

EXHIBIT D-3
PROJECT SCHEDULE

[Complete for each project/GRANTEE]

EXHIBIT D-4
PROJECT BUDGET

<u>Item</u>	<u>Amount</u>
Total	\$ =====

EXHIBIT E
HUMAN SERVICES DEPARTMENT
COST REIMBURSEMENT INVOICE

1. Non-Profit Organization or Governmental Entity Address		2. Vendor Number	
3. County Agreement Number Amount: \$		4. For Month and Year	
5. Reimbursement this Month: \$		6. Reimbursement Year to Date: \$	
7. Match Amount this Month: \$		8. Match Amount Year to Date: \$	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		TOTAL	
CERTIFICATION: 9. I hereby affirm and certify that the costs reimbursed herewith have been incurred per agreement, that all invoices submitted for cost reimbursement have met program eligibility requirements, and that sufficient written information is available to document contract compliance. Approved Signator: _____ 10. Signature: _____ 11. Date: _____ (Type Name and Title)			
FOR COUNTY USE ONLY			
Fund Number	Agency Number	Organization Number	Object Number
Date Invoice Received by		Invoice Reviewed By	Date
Invoice Approved By		Date	Date Forwarded Accounting

EXHIBIT F
REQUIRED REPORTS AND SUBMISSION DATE(S)

Description of Report(s)	Required Submission Date(s)
1. Cost Reimbursement Invoice with Required Documentation	Submitted to COUNTY's Contract Administrator as project or portion of project is completed and paid - two (2) copies
2. Permit(s)	Copy of Permit(s), if applicable, submitted to Contract Administrator for each project with request for payment (as applicable)
3. Final Inspection Report	Submit to Contract Administrator, if applicable, with final request for payment or as available when project is complete (as applicable)
4. Affirmative Action Plan	Due with signed Agreement to Contract Administrator - one (1) copy
5. Equal Employment Opportunity Policy	Due with signed Agreement - one (1) copy
6. CBE Policy	Due with signed Agreement - one (1) copy
7. Current Certificate of Insurance	Due with signed Agreement - one (1) copy and thereafter, a new Certificate is due ten (10) calendar days prior to the expiration date of the existing Certificate. Submit to Human Services Repository - one (1) copy
8. Current Annual Audited/Financial Statements	Due with signed Agreement - one unbound paper or electronic copy
9. Quarterly Project Progress Report	Submit quarterly by the 15 th day of each month following the end of each quarter (i.e., October 15, January 15, April 15, and July 15)
10. Americans With Disabilities Act Policy	Submit to Contract Administrator with signed Agreement - one (1) copy