

# **KEEP BREVARD BEAUTIFUL, INC.**

## **Florida Friendly Landscaping GRANT**

### **WITNESSETH:**

WHEREAS, the Board of County Commissioners of Brevard County, Florida, entered into an agreement with Keep Brevard Beautiful, Inc., herein referred to as "KBB", on the 24th day of October, 1988, to develop a litter prevention program for the County.

WHEREAS, the county did approve addendum No. 6 on the 7th day of June, 1994, to obtain the services of KBB in order to implement a Florida Friendly Landscaping (FFL) grant program for Brevard County.

WHEREAS, in accordance with the FFL Grant Program, KBB has selected \_\_\_\_\_ receive a matching grant.

WHEREAS, KBB desires to grant funds to the Grantee to perform certain services as more specifically described in the Grant Proposal attached hereto as Exhibit A; and

WHEREAS, the Grantee desires to provide such services in accordance with this agreement and the Grant Proposal, and has represented to KBB that it has the competency and knowledge to perform such services in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, KBB and Grantee hereby agree as follows:

### **ARTICLE I**

#### **PERIOD OF PERFORMANCE AND GRANT AMOUNT**

1. The work required to be performed hereunder shall be accomplished from the effective date February 16, 2018 and shall continue up to and including April 30, 2018, unless otherwise amended.

2. The maximum amount payable to Grantee under this Agreement shall be \_\_\_\_\_.

3. Grantee hereby agrees and understands that all funding authorized through the FFL Grant Program shall be used only for eligible activities specifically outlined in the Grant Application Packet.

## **ARTICLE II**

### **PURPOSE**

The purpose of this Agreement is to provide funding for design and/or implementation of a new beautification project, or a new phase of a project already underway. The project shall have as its objective the beautification of a public land through creative landscaping that requires minimal supplementary irrigation or other maintenance. A minimum of 50% Florida native plant species is required.

## **ARTICLE III**

### **PROJECT**

Grantee hereby agrees to provide and implement the following eligible project: \_\_\_\_\_

Such a project is more specifically described and set forth in the Grant Proposal and Project Budget.

## **ARTICLE IV**

### **REQUEST FOR FUNDS/PROCEDURES FOR PAYMENT**

1. All requests for reimbursement by the Grantee shall be submitted to KBB on an official "Request for Funds" form. A copy of said "Request for Funds" form is attached hereto as Exhibit B-1

2. The Grantee shall submit copies of all invoices with a description of the services, documentation of actual expenditures and match requirements, and the official "Summary of Enclosures" forms (Exhibits B-2 & B-3) with the "Request for Funds" form to KBB. The "Request for Funds" shall detail costs incurred by line item as identified in

the Project Budget. **Plant costs must be separated from labor costs.**

3. KBB agrees to reimburse Grantee for the Project expenses incurred as provided for the Project Budget, provided suspension of payment as provided for in Article IX hereof has not occurred and provided further that Grantee complies with the procedures for invoices and payments as set forth in this Article.

4. Upon determination by KBB that the services or material invoiced have been received or completed and proper documentation submitted to the satisfaction of KBB, the Director shall authorize payment to Grantee, the amount it determines to be payable.

5. Invoices, reports and other material shall not be honored if received later than May 9, 2014.

6. In the event a question or dispute arises regarding a request for reimbursement, KBB shall withhold payment to the Grantee of only the part of the request for reimbursement in dispute. If a payment request is disputed, the Grantee shall provide adequate documentation within two (2) weeks from receipt of a request letter from KBB.

## **ARTICLE V**

### **RECORDS AND INSPECTION**

In the performance of this Agreement the Grantee shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by KBB to insure proper accounting for all funds expended under this agreement. Said records shall be made available, upon request, for audit purposes to KBB. Such books, records, and accounts shall be retained by the Grantee for a period of three (3) years after termination of this agreement.

## **ARTICLE VI**

### **EVALUATION AND MONITORING**

The Grantee shall submit to KBB by May 6 2014, a detailed Final Progress Report of the overall project implementation and success in Exhibit C at the conclusion of the Grant Project (April 30, 2018).

## **ARTICLE VII**

### **NON-ALLOWABLE COSTS**

1. The purpose and scope of work for which this grant is made shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public or private.
2. No wages, salaries, administrative or other expenses shall be reimbursable except for those expenses specifically allowed and provided for in the Project Budget.
3. Grantee hereby agrees that if it has caused any funds to be expended in violation of this agreement, it shall be responsible to refund such monies in full to KBB.

## **ARTICLE VIII**

### **INDEMNIFICATION CLAUSE**

Grantee, hereby agrees to indemnify and hold KBB, its officers, agents and employees harmless from any and all claims, losses, damages, costs of any kind, including attorney's fees, litigation costs or expenses arising out of the negligence, or willful misconduct of Grantee, its employees, agents or subcontractors in connection with the performance of this agreement.

## **ARTICLE IX**

### **SUSPENSION OF PAYMENTS**

1. The parties hereby agree that the following events constitute a material failure sufficient to warrant suspension of payment. Such events include, but are not limited to:
  - (a) Failure to submit the Final Progress Report, the "Request for Funds" form, the "Summary of Enclosures" form and/or the documentation of actual expenditures.

(b) Submittal of incorrect or incomplete reports and/or forms.

(c) Failure to comply with any term of this agreement or the requirements as stated in the Grant Application Packet of this agreement.

(d) Improper or unauthorized use of grant monies for non-allowable cost.

(e) Failure to comply with the terms of the Project Budget.

2. If payment is withheld, KBB shall specify, in writing, the action that must be taken by Grantee as a condition precedent to resumption of payment, provided that such notification shall specify a reasonable date (not to exceed 15 days) for compliance

## **ARTICLE X TERMINATION/ENFORCEMENT**

1. KBB shall have the right to terminate this Agreement upon written notice to the Grantee and shall make a fair and reasonable payment, as determined by KBB, for all work satisfactorily completed prior to the effective date of the termination.

2. The Grantee shall have the right to terminate this Agreement upon written notice to KBB and KBB shall make a fair and reasonable payment, as determined by KBB, for all work satisfactorily completed prior to the effective date of the termination.

3. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of this Agreement are not allowable, unless expressly authorized by KBB.

4. If the plants die within the two year maintenance period, plants must be replaced or future eligibility may be jeopardized.

## **ARTICLE XI**

### **GENERAL TERMS AND CONDITIONS**

All conditions and assurances required of KBB by the County are binding on the Grantee and KBB. Both parties shall adhere to applicable statutes, rules and regulations of the State of Florida and the applicable ordinances of Brevard County.

## **ARTICLE XII**

### **MATCH REQUIREMENTS**

Match requirements shall be in accordance with the specific rules, regulations and instructions pertaining to match expenditures contained in the Grant Application Packet.

## **ARTICLE XIII**

### **INTEREST OF MEMBERS OF COUNTY AND OTHERS**

The Grantee warrants nothing of monetary value has been given, promised or implied as remuneration for entering into this Agreement. The Grantee further declares no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiations leading to the award of this Agreement.

## **ARTICLE XIV**

### **MODIFICATIONS OR AMENDMENTS IN**

### **WRITING/ASSIGNMENT**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written "Request for Amendment" in the form as shown in Exhibit D, attached hereto and incorporated herein by this reference, and executed by the parties with the same formality as herewith.

**ARTICLE XV**

**NOTICES/AUTHORIZED**

**REPRESENTATIVE/CORRESPONDENCE**

Any notices required or permitted by this Agreement shall be in writing addressed to the parties at the following addresses:

FOR KBB:  
Pat Brown  
Keep Brevard Beautiful, Inc.  
1620 Adamson Road  
Cocoa, FL 32926

FOR GRANTEE:

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FOR GRANTEE: **(If this person leaves office, KBB must be notified)**

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the

1. Grant Proposal and Project Budget
2. Request for Funds Form
3. Final Progress Report Form
4. Request for Amendment Form

**ARTICLE XVI**

**ENTIRE AGREEMENT**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or 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 Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

Pat Brown, Office Administrator

KEEP BREVARD BEAUTIFUL,  
February 16, 2018

Approved amount of grant money \_\_\_\_\_

Grant for: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature date