



BROWARD COUNTY STANDARD SUBGRANT AWARD TERMS AND CONDITIONS

These Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") state the terms for subgrant agreements entered into between Broward County ("County") and the subrecipient identified in the applicable Subgrant Award Agreement ("Subrecipient") (each a "Party" and collectively referred to as "Parties").

RECITALS

A. For the applicable Grant, County serves as a pass-through entity, providing certain grant funds to Subrecipient pursuant to the Subgrant Award Agreement.

B. In order to receive Grant funding from County, Subrecipient agrees to comply with these Subgrant Award Terms in addition to all of the relevant requirements and conditions imposed by the Awarding Agency pursuant to the Grant.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

All capitalized terms utilized in the Subgrant Award Agreement shall have the same meanings when used in these Subgrant Award Terms. In addition, the following terms shall have the following meanings:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Awarding Agency** means the entity that awards or provides the Grant funding to County for allocation pursuant to the terms of the Grant.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the Director of the Broward County Office of Management and Budget or their designee.
- 1.6. **Grant** means the grant identified in the "Grant Award Details" section of the Subgrant Award Agreement and/or attached thereto as Exhibit A.
- 1.7. **Grant Funds** means the funding received by County pursuant to the Grant that is allocated to Subrecipient pursuant to the Subgrant Award Agreement.

1.8. **Services** means all activities and services to be performed by Subrecipient under the Subgrant Award Agreement, including all obligations imposed by the Grant upon County, as the Grant recipient, or Subrecipient, as the agency implementing the Grant Program(s).

1.9. **Subgrant Award Agreement** means the subgrant agreement entered into between County and Subrecipient that incorporates these Subgrant Award Terms.

1.10. **Subgrant Program** means the goods or services, including programs, purchases, reimbursements, or other activities, of the Subrecipient that the Grant was provided by the Awarding Authority to fund. The Grant Program may be detailed more specifically in the "Grant Award Details" section of the Subgrant Award Agreement.

ARTICLE 2. SUBGRANT PROGRAM SCOPE

Subgrant Program. Subrecipient will implement the Grant Program stated in the Subgrant Award Agreement and perform all Services required of Subrecipient under the Grant.

ARTICLE 3. GRANT FUNDS

3.1. The Grant Funds shall be utilized by Subrecipient solely in accordance with the Subgrant Award Agreement, these Subgrant Award Terms, and the Grant. The Subgrant Award Amount stated in the Subgrant Award Agreement is the maximum amount payable to Subrecipient.

3.2. Failure of Subrecipient to comply with the provisions in the Subgrant Award Agreement will result in required corrective action, up to and including financial consequences and termination. A financial consequence may be imposed by County for Subrecipient's noncompliance with these Subgrant Award Terms and/or the Subgrant Award Agreement, or 2 C.F.R. § 200.339 if the Grant is federally funded, including disallowance of Subgrant Program costs and withholding of funds.

ARTICLE 4. METHOD OF BILLING AND REIMBURSEMENT

4.1. Unless otherwise stated in the Subgrant Award Agreement, Subrecipient shall submit invoices only for costs and expenses that are reimbursable under the Grant and that were incurred for purposes permitted under the Grant. County will not reimburse Subrecipient for costs or expenses incurred for any purpose other than those specified the Subgrant Award Agreement. Invoices shall be submitted to County at the address specified in the "Notices" provision using the Reimbursement Request Form provided by County. Invoices must be submitted within the Invoicing Schedule, but only after the Subgrant Program activities for which the invoices are submitted have been completed. All project expenditures requested by Subrecipient for reimbursement must be submitted in sufficient detail for proper pre-audit and post-audit review. Invoices must designate the nature of the Services completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. County may, in its sole discretion, disallow and not provide reimbursement to Subrecipient for any amounts invoiced inconsistent with the Invoicing Schedule.

4.2. Subrecipient acknowledges that unless the Project Period for a Grant is modified by the Awarding Agency, County will not provide any portion of the Subgrant Award Amount for any Services performed before or after the Project Period. Subrecipient will not submit an invoice for, and will not seek reimbursement of, any costs or expenses other than those incurred during the Project Period. County shall have no obligation to reimburse Subrecipient for any costs or expenses not incurred during the Project Period. If the Project Period is modified by the Awarding Agency, such modified Project Period shall automatically be incorporated into the Subgrant Award Agreement upon written notice by the Contract Administrator to Subrecipient.

ARTICLE 5. SOVEREIGN IMMUNITY; INDEMNIFICATION

5.1. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of the Subgrant Award Agreement or any other contract.

5.2. If Subrecipient contracts with a third party ("Contractor") for Subgrant Program goods or services, the contract with each such Contractor must include the following provision (the term "Contractor" in the provision may be replaced by the applicable term used in Subrecipient's agreement for that party):

Contractor shall indemnify, hold harmless, and defend Broward County and all of Broward County's past, present, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by the Broward County Attorney, any sums due to Contractor under this agreement may be retained until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest.

Notwithstanding Subrecipient's use of a Contractor, Subrecipient shall remain solely liable to County for performance of all obligations under the Grant, the Subgrant Award Agreement, and these Subgrant Award Terms.

ARTICLE 6. INSURANCE

Subrecipient must comply with any and all applicable insurance requirements stated in the Grant and/or the Subgrant Award Agreement. Upon County's request, Subrecipient shall provide verification of compliance with the applicable insurance requirements.

ARTICLE 7. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

7.1. Subrecipient shall ensure that all expenditures and cost accounting of Grant Funds fully complies with the Grant.

7.2. Subrecipient must maintain written procedures for procurement transactions relating to the Subgrant Program. Procedures must ensure that all solicitations comply with the requirements of 2 C.F.R. § 200.319, "Competition," if applicable to the Grant.

7.3. Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it pursuant to the Subgrant Award Agreement. Subrecipient shall have and maintain financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of such funds. An adequate accounting system for Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

7.4. If the Grant is federally funded, Subrecipient's obligations include the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"), as applied to the Grant. The Subgrant Award Agreement for any federally funded Grant is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance, and includes the information required pursuant to 2 C.F.R. Part 200.332.

ARTICLE 8. MANAGEMENT AND REPORTING REQUIREMENTS

8.1. Performance. In the event of Subrecipient's default, noncompliance, or violation of any provision of the Grant, the Subgrant Award Agreement, and/or these Subgrant Award Terms, as determined in the sole discretion of County, County may impose sanctions it deems appropriate, which may include withholding payments or cancellation or termination of the Subgrant Award Agreement in whole or in part. In such event, County will provide written notice to Subrecipient of its decision at least thirty (30) days before the effective date of such sanction. If the sanction includes cancellation or termination of the Subgrant Award Agreement, such notice from County shall include the date by which Subrecipient must cease all Services ("Cessation Date"). If the Subgrant Award Agreement is cancelled or terminated pursuant to this section, Subrecipient shall be reimbursed only for those Services satisfactorily completed in compliance with the Subgrant Award Agreement prior to the Cessation Date, unless otherwise approved in writing by the County Administrator.

8.2. Performance Reports.

8.2.1. Subrecipient must submit project performance reports (“Performance Reports”) as stated in the Subgrant Award Agreement. These reports shall be submitted to the Contract Administrator within the timeframe(s) specified in the Subgrant Award Agreement.

8.2.2. Report Contents. The Performance Reports must include the following: (1) a summary of the goals for the Subgrant Program; (2) the Services performed during the reporting period; (3) the progress to date toward achieving each goal for the Subgrant Program; and (4) a description of any issues that may negatively impact achieving the goals for the Subgrant Program. County may request additional information or modifications to the Performance Report if necessary to comply with any applicable reporting requirements in the Grant, and Subrecipient shall promptly modify and resubmit the Performance Report within the required timeframe for the Performance Reports provided in the Grant Award Details.

8.3. Financial Reports.

8.3.1. Subrecipient must submit financial reports (“Financial Expenditure Reports”) in accordance with the requirements of the Grant. Financial Expenditure Reports must be submitted even when no reimbursement is requested. Financial Expenditure Reports must be electronically signed by Subrecipient and Subrecipient’s chief financial officer or the chief financial officer’s designee. Subrecipient must submit to County any outstanding Financial Expenditure Reports no later than sixty (60) days after the end or termination of the Grant, whichever is earlier.

8.3.2. Subrecipient must also submit a Federal Financial Report (FFR or SF-425) to County if required by the Grant.

8.4. Unless otherwise stated in the Subgrant Award Agreement, all reports required pursuant to this section or the Reporting Obligations must be submitted to the Contract Administrator. After County reviews and approves the reports, County will submit the reports to the Awarding Agency if required by the Grant. Failure to comply with any of the requirements of this article may result in forfeiture of Grant Funds.

ARTICLE 9. MONITORING AND AUDITS

9.1. Access to Records. County, the Awarding Agency, the U.S. Comptroller General (for federally funded Grants), and any of their duly authorized representatives shall have access to books, documents, papers, and records of Subrecipient and Subrecipient’s Contractors related to the Grant or the Subgrant Award Agreement for the purpose of audit and examination. County may unilaterally terminate the Subgrant Award Agreement if Subrecipient or Subrecipient’s Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received in conjunction the Grant and subject to Chapter 119, Florida Statutes, or other

applicable public records law, unless specifically exempted and/or made confidential by Applicable Law.

9.2. Monitoring. Subrecipient must comply with County's grant-monitoring guidelines, protocols, and procedures, and cooperate with County on all grant-monitoring requests, including requests related to desk review, enhanced programmatic desk reviews, site visits, and contract reviews and audits. Subrecipient must provide all documentation deemed necessary by County to complete monitoring of the Grant Funds and verify Subrecipient's expenditures. Further, Subrecipient must abide by deadlines set by County for providing requested documents. Failure of Subrecipient to cooperate with grant-monitoring activities may result in sanctions, including, but not limited to withholding or other restrictions on Subrecipient's access to funds, referral to the County Auditor for audit review, or termination of the Subgrant Award Agreement.

9.3. Property Management. Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by County or procured with Grant Funds, consistent with any federal property management standards set forth in the Grant. The obligations of this section continue for as long as Subrecipient retains the property, notwithstanding expiration or termination of the Subgrant Award Agreement.

9.4. Retention of Records. Unless a longer period is specified in the Subgrant Award Agreement, Subrecipient must maintain all records relating to the Grant for a minimum of five (5) years after the date of the final financial report. Subrecipient must comply with applicable retention schedules established by Applicable Law, including without limitation the State of Florida General Records Schedule, including, as applicable, GS1-SL for State and Local Government Agencies and/or GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners.

9.5. Single Annual Audit.

9.5.1. Subrecipient must have a single audit or program-specific audit conducted for each fiscal year in which Grant Funds are received or expended. If the Grant is federally funded, the audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law, and the Subgrant Award Agreement must be identified in Subrecipient's schedule of federal financial assistance in the subject audit. Subrecipient's audit report must identify the Subgrant Award Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

9.5.2. The complete audit report must be submitted to County within thirty (30) days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to County must include Subrecipient management's written response to all findings, management letters, if any, and Subrecipient management's response to the management letters, if any.

9.5.3. Audits must be completed by an Independent Public Accountant (“IPA”) and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to the Part 200 Uniform Guidance (if Grant is federally funded), and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.5.4. Subrecipient must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with Applicable Law, including but not limited to, preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient’s follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance, to the extent applicable.

9.5.5. Subrecipient must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued. County, in its sole discretion, may extend this records retention period upon written notice to Subrecipient.

9.5.6. If the Grant is closed without audit(s) that include the entirety of Grant Funds received by Subrecipient and the expenditure of all such funds, County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.5.7. If the Grant is federally funded, the Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed pursuant to 2 C.F.R. § 200(F) must be completed and submitted to the Federal Audit Clearinghouse by thirty (30) calendar days after receipt of the auditor’s reports or nine (9) months after the end of the audit period, whichever is earlier. Such submissions must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by Subrecipient’s chief financial officer or designee.

ARTICLE 10. TERMINATION

10.1. Termination for Cause. The Subgrant Award Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. The Subgrant Award Agreement may be terminated for cause by County for Subrecipient’s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in the Subgrant Award Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect invoices or requests for reimbursement.

Termination for cause by County may be made by the County Administrator, the County representative expressly authorized under the Subgrant Award Agreement, or the County

representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates the Subgrant Award Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 10.2 effective thirty (30) days after such notice was provided and Subrecipient shall be eligible for the compensation provided in Section 10.3 as its sole remedy.

10.2. Termination for Convenience; Other Termination. The Subgrant Award Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Subrecipient. Subrecipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Subgrant Award Agreement for convenience including in the form of County's obligation to provide advance notice to Subrecipient of such termination in accordance with this section. The Subgrant Award Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.3. Effect of Termination on Reimbursement. If the Subgrant Award Agreement is terminated by either Party, any reimbursement(s) requested by Subrecipient for Subgrant Program activities properly performed prior to the date of written notice of termination or the Cessation Date, whichever is earlier, shall be reimbursed by County pursuant to the terms of the Subaward Agreement, subject to any right of County to retain any sums otherwise due and payable to Subrecipient. Any Subgrant Program activities or expenditures performed or incurred by Subrecipient after such date shall not be subject to reimbursement by County.

10.4. Notice of termination shall be provided in accordance with the "Notices" section of these Subgrant Award Terms except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice promptly confirmed in writing.

10.5. In addition to any termination rights stated in the Subgrant Award Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Subrecipient to manage and supervise the performance of the Subgrant Award Agreement. In addition to any other authority provided to the Contract Administrator in these Subgrant Award Terms or the Subgrant Award Agreement, the Contract Administrator may approve modifications to the Program Narrative or Program Budget and may execute amendment(s) to the Subgrant Award Agreement that the Contract Administrator deems necessary to effectuate the purpose of the Grant, subject to compliance with the Grant and provided there is no increase in cost to County.

11.2. Public Records. Notwithstanding anything else in the Subgrant Award Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of the Subgrant Award Agreement. If Subrecipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Subrecipient shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

11.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of the Subgrant Award Agreement and after completion or termination of the Subgrant Award Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of Subgrant Award Agreement, transfer to County, at no cost, all public records in possession of Subrecipient or keep and maintain public records required by County to perform the services. If Subrecipient transfers the records to County, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Subrecipient keeps and maintains the public records, Subrecipient shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Subrecipient receives a request for public records regarding the Subgrant Award Agreement or the Services, Subrecipient must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Subrecipient must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Subrecipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Subrecipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Subrecipient must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Subrecipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Subrecipient as Restricted Material, County shall

refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Subrecipient, or the claimed exemption is waived. Any failure by Subrecipient to strictly comply with the requirements of this section shall constitute Subrecipient's waiver of County's obligation to treat the records as Restricted Material.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SUBGRANT AWARD AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6348, GRANTS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, ROOM 404, FORT LAUDERDALE, FLORIDA 33301.

11.3. Independent Contractor. Subrecipient is an independent contractor of County, and nothing in the Subgrant Award Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In performing Services, neither Subrecipient nor its agents shall act as officers, employees, or agents of County. Subrecipient shall not have the right to bind County to any obligation not expressly undertaken by County under the Subgrant Award Agreement.

11.4. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Subgrant Award Agreement is as a Party and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from the Subgrant Award Agreement and shall not be attributable in any manner to County as a Party to the Subgrant Award Agreement.

11.5. Third-Party Beneficiaries. Neither Subrecipient nor County intends to directly or substantially benefit a third party by the Subgrant Award Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the Subgrant Award Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon the Subgrant Award Agreement.

11.6. Notice and Payment Address. Unless otherwise stated in the Subgrant Award Agreement, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Notice and payment to Subrecipient shall be made to the address shown for Subrecipient in the Subaward Grant Agreement. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Management and Budget
115 South Andrews Avenue, Suite 404

11.7. Assignment. The Subgrant Award Agreement may not be assigned, transferred, or encumbered by Subrecipient without the prior written consent of County, which may be withheld in its sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of the Subgrant Award Agreement, and permit County to immediately terminate the Subgrant Award Agreement, in addition to any other remedies available to County at law or in equity.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth is substantial and important to the formation of the Subgrant Award Agreement, and each is, therefore, a material term. County's failure to enforce any provision of the Subgrant Award Agreement shall not be deemed a waiver of such provision or modification of the Subgrant Award Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Subgrant Award Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Subrecipient and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of the Grant.

11.10. Severability. If any part of the Subgrant Award Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the Subgrant Award Agreement and the balance of the Subgrant Award Agreement shall remain in full force and effect.

11.11. Joint Preparation. The Subgrant Award Agreement shall not be construed more strictly against either Party.

11.12. Interpretation. The titles and headings contained in the Subgrant Award Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Subgrant Grant Award Agreement. All personal pronouns used in the Subgrant Award Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Subgrant Award Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.13. Priority of Provisions. Unless expressly specified in the Subgrant Award Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of

any document or exhibit attached to, referenced by, or incorporated in the Subgrant Award Agreement and any provision of the articles of these Subgrant Award Terms, the provisions contained in Sections 1-8 of the Subgrant Award Agreement prevail and will be given effect.

11.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Subgrant Award Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with the Subgrant Award Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with the Subgrant Award Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE SUBGRANT AWARD AGREEMENT.**

11.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of the Subgrant Award Agreement is effective unless contained in a written document executed with the same or similar formality as the Subgrant Award Agreement and by duly authorized representatives of County and Subrecipient.

11.16. Prior Agreements. Unless otherwise stated in the Subgrant Award Agreement, the Subgrant Award Agreement represents the final and complete understanding of the Parties regarding the Grant and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the Grant are contained herein.

11.17. Payable Interest

11.17.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Subrecipient for any reason, whether as prejudgment interest or for any other purpose, and Subrecipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Subgrant Award Agreement.

11.17.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under the Subgrant Award Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in these Subgrant Award Terms by reference.

11.19. Counterparts and Multiple Originals. The Subgrant Award Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or

electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.20. Use of County Name or Logo. Subrecipient shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.21. Time of the Essence. Time is of the essence for Subrecipient's performance of all obligations under the Subgrant Award Agreement and these Subgrant Award Terms.