



GRANT TERMS AND CONDITIONS FOR BROWARD COUNTY SMALL BUSINESS MICRO-GRANT PILOT PROGRAM

These are the Grant Terms and Conditions (“Grant Terms”) that are applicable to Broward County’s Small Business Micro-Grant Pilot Program (“Grant Program”). By accepting a grant from the Grant Program, the grant recipient (“Grantee”) hereby acknowledges, accepts, and agrees to these Grant Terms. Broward County (“County”) and Grantee are collectively referred to herein as the “Parties.”

RECITALS

A. On November 14, 2023, the Broward County Board of County Commissioners authorized the creation of the Grant Program, which is a micro-grant pilot program to provide working capital for small businesses located in Broward County.

B. As a condition of receiving a grant award under the Grant Program, Grantee agrees to adhere to all of the terms and conditions contained herein.

TERMS AND CONDITIONS

1. Grant Award and Term. For Fiscal Year 2024, County has awarded Grantee a one-time grant award under the Grant Program (“Grant Award”), in the amount specified in County’s notice of Grant Award to Grantee, on a reimbursement basis for eligible, approved business expenditures. These Grant Terms shall be effective upon County’s issuance of a notice of Grant Award to Grantee (“Effective Date”) and shall end one year after the Effective Date.

2. Payment and Refund of Grant Award. As part of the Grant Program application, Grantee has submitted receipts or other proof of eligible business expenditures (“Eligible Expenditures”) for County’s consideration and reliance in approving a Grant Award. County will reimburse Grantee for the Eligible Expenditures submitted, up to the total amount of the Grant Award, within sixty (60) days after the Effective Date. Grantee must refund to County all or any portion of the Grant Award, as determined at the sole discretion of County, within fifteen (15) business days after written demand by County, if any of the following events occur:

- a. County determines that Grantee submitted fraudulent or inaccurate Eligible Expenditures or eligibility documentation;
- b. An overpayment by County; or
- c. Grantee fails to comply with any term or condition contained in these Grant Terms.

Grantee agrees that the refund obligations under this section shall apply regardless of whether Grant Award funds were believed or determined by County to be eligible for reimbursement to Grantee prior to the occurrence of the event triggering the refund obligation hereunder. Grantee waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or

unknown, that Grantee may have to any action by County in enforcing the repayment obligation set forth in this section.

3. Accuracy of Representations. Grantee represents and warrants that all statements and representations made in connection with Grantee's application, receipts, or other supporting documents submitted to County in connection with the Grant Award were true and correct when made, unless otherwise expressly disclosed in writing by Grantee.

4. Entities of Foreign Concern. Grantee represents and certifies that: (i) Grantee is not owned by the government of a foreign country of concern; (ii) the government of a foreign concern of concern does not have a controlling interest in Grantee; and (iii) Grantee is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Grantee acknowledges and affirms that as a prerequisite to receiving a Grant Award, Grantee is required to execute the attestation attached as Exhibit A.

5. Audit. County may, at any time, audit the books, records, and accounts of Grantee related to the Grant Award, including, but not limited to, business records to document expenditures related to the Grant Award. Grantee shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Grant Award and all Eligible Expenditures. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Grantee shall make same available in written form at no cost to County. Grantee shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Grant Award and/or Eligible Expenditures for at least three (3) years after the award of a Grant Award to Grantee or until resolution of any audit findings, whichever is longer. Grantee hereby grants County the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

6. Compliance with Laws. Grantee must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

7. Indemnification. Grantee shall indemnify, hold harmless, and defend County and all of County's current, past, 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 these Grant Terms, and caused or alleged to be caused, in whole or in part, by any breach of these Grant Terms by Grantee or by any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, or agents, arising from, relating to, or in connection with the Grant Award (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from County, defend each Indemnified Party against each such

Claim by counsel satisfactory to County, or at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of the Grant Award or these Grant Terms.

9. Third-Party Beneficiaries. Neither Grantee nor County intends to primarily or directly benefit a third party by these Grant Terms. Therefore, County and Grantee acknowledge that there are no third-party beneficiaries to these Grant Terms and that no third party shall be entitled to assert a right or claim against either of them based upon these Grant Terms.

10. Notices. In order for a 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 e-mail, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). As of the execution of these Grant Terms, the notice address of County is as indicated below, and the notice address of Grantee is the address shown on the Grantee's Grant Program application. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

Address for Notice to County:

Broward County Office of Economic and Small Business Development
Attn: Sandy-Michael McDonald, Director
Governmental Center, Room A680
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: OESBDADMIN@broward.org

11. Public Records. To the extent Grantee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Grantee shall:

- a. Keep and maintain public records required by County to perform the services under these Grant Terms;
- b. 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 law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of

these Grant Terms and following completion or termination of these Grant Terms if the records are not transferred to County; and

- d. Upon completion or termination of these Grant Terms, transfer to County, at no cost, all public records in possession of Grantee or keep and maintain public records required by County to perform the services. If Grantee transfers the records to County, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains the public records, Grantee shall meet all applicable requirements 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.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Grantee will provide any requested records to County to enable County to respond to the public records request.

Grantee must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Grantee contends constitutes or contains trade secrets under Chapter 688, Florida Statutes, or (b) for which Grantee 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 Materials"). In addition, Grantee must, simultaneous with the submission of any Restricted Materials, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Materials 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, Grantee 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 Grantee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Grantee, or the claimed exemption is waived. Any failure by Grantee to strictly comply with the requirements of this section shall constitute Grantee’s waiver of County’s obligation to treat the records as Restricted Material. Grantee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THESE GRANT TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S. ANDREWS AVE., ROOM A680, FORT LAUDERDALE, FLORIDA 33301.

12. Termination. These Grant Terms may be terminated by County with at least five (5) days' advance written notice to Grantee. Termination may be made by the Broward County Administrator or the Broward County Board of County Commissioners. Notice of termination shall be provided in accordance with Section 10. Upon the expiration or termination of these Grant Terms, the following sections shall survive: Sections 2, 5, 7, 11, and 16.

13. Construction and Interpretation. The headings contained in these Grant Terms are for reference purposes only and shall not in any way affect the meaning or interpretation of these Grant Terms. Terms such as "herein" refer to these Grant Terms as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to "days" means calendar days, unless otherwise expressly stated. Any and all recital clauses in these Grant Terms are true and correct and are incorporated in the Grant Terms as if fully set forth therein.

14. Assignment. Grantee may not assign all or part of its rights or obligations under these Grant Terms without the prior written consent of County. Any assignment, transfer, or encumbrance in violation of this section will be null and ineffective. If Grantee violates this provision, any portion of the Grant Award already provided to Grantee shall be immediately refunded to County upon demand.

15. Severability. If any part of these Grant Terms is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed and the balance shall remain in full force and effect.

16. Law, Jurisdiction, Venue, Waiver of Jury Trial. These Grant Terms 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 these Grant Terms shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim 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. **BY ENTERING INTO THESE GRANT TERMS, GRANTEE AND COUNTY EACH HEREBY EXPRESSLY WAIVE ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THESE GRANT TERMS.**

17. Complete Agreement and Amendments. These Grant Terms represent the final and complete understanding of the parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of these Grant Terms that is not contained in these Grant Terms. County reserves the right to revise these Grant Terms from time to time and any revised Grant Terms executed by Grantee shall be binding and shall supersede all prior versions.

18. Representation of Authority. Grantee represents and warrants that these Grant Terms constitute the legal, valid, binding, and enforceable obligation of Grantee, and that neither the execution nor performance of these Grant Terms constitutes a breach of any agreement that

Grantee has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Grantee. Grantee further represents and warrants that execution of these Grant Terms is within Grantee's legal powers, and each individual executing these Grant Terms on behalf of Grantee is duly authorized by all necessary and appropriate action to do so on behalf of Grantee and does so with full legal authority.

19. Counterparts and Multiple Originals. These Grant Terms 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.

Remainder of this page is intentionally blank.

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SMALL BUSINESS MICRO-GRANT PILOT PROGRAM**

By signing below, Grantee acknowledges that execution of these Grant Terms does not constitute an offer or guarantee of a Grant Award. These Grant Terms shall only be effective if County issues a notice of Grant Award to Grantee.

GRANTEE

Grantee's Name

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2024

SS
Small Business Micro-Grant Pilot Program Terms
02-22-24
#1073941v5

Exhibit A
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with a Governmental Entity for economic incentives. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

The entity identified below is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: