

**CITY OF ORLANDO
FUNDING AGREEMENT FOR FY 2013-2014
WITH *INSERT NAME OF GRANT RECIPIENT***

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between CITY OF ORLANDO, a Florida municipal corporation, 400 S. Orange Avenue, P.O. Box 4990, Orlando, Florida 32802-4990 (hereinafter "City"), and *Insert Name of Grant Recipient*, located *Insert Legal Address of Grant Recipient* within the limits of the City of Orlando, in the State of Florida, (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, City has established the Mayor's Matching Grants Program (hereinafter "Program") to provide grants (hereinafter "Grants") for qualified organizations to complete specified projects, which program and projects constitute a public purpose; and

WHEREAS, all Grant monies under this Program shall be expended solely for the construction and/or completion of the specified project (hereinafter "Project"); and

WHEREAS, the Program is conditioned upon satisfactory completion of a Project as well as contribution of a "Matching Grant" from the Grantee;

NOW, THEREFORE, in consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.

2. Grant: City hereby awards **Insert Name of Grant Recipient**, a Program Grant in the amount of **Insert Amount of Grant Award**.

3. Matching Contribution: Grantee hereby agrees to provide a Matching Contribution in the amount of **Insert Amount of Grant Award**, consisting of volunteer hours valued at \$22.14 per hour and equal to a minimum of 25% and up to a maximum of 50% of the grant award, in-kind donations and cash.

4. Deposit: City shall deposit the sums specified in Paragraphs 2 and 3 above into the bank account described in paragraph 17 of this Agreement within 30 days of the full execution of the funding agreement.

5. Labor: Grantee further agrees to provide at least **XX** volunteer labor hours towards completion of the Project, as a portion of its Matching Contribution.

6. Conditions: The Matching Contribution provisions of paragraphs 3 and 5 above are requirements of this Agreement and conditions precedent to any obligations and responsibilities imposed upon City hereby.

7. Project: Grantee agrees to perform, or supervise the performance of, the work on the Project. The parties hereto agree that the Project shall be defined as follows:

Insert Project Description

8. Implementation of Project: Grantee shall execute Project activities no later than sixty (60) days from the receipt of the Grant from the City of Orlando hereunder or by August 23, 2014, whichever is

later. Grantee shall apply for any permits required to construct physical improvements as part of the Project, within ninety (90) days from the receipt of the Grant hereunder or by September 23, 2014, whichever is later. Grantee shall supply Grantor with proof of implementation of the Project in the appropriate Quarterly Report. Furthermore, implementation of the Project within the time limit specified above is an express condition of the Grant hereunder and Grantee's violation of said time limits may, at Grantor's discretion, constitute a basis for termination of this Agreement, and revocation of the Grant.

9. Term: The work activities to be performed by the Grantee, as part of the Project, are to commence on the 23rd day of June, 2014, and shall be completed by the 31st day of May, 2015. If the City determines a need, the City may, at its discretion, authorize an extension of the term. If there is any need for an extension, Grantee shall submit a written request to City for such an extension not later than thirty (30) days prior to the termination date described herein (April 30, 2015). The City's grant of an extension shall in no way constitute a waiver of any of the other terms of this Agreement. If the Project is not completed within the term described in this section, the Grantee will not be eligible for a Program Grant during the next calendar year.

10. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and shall, at its own expense, be responsible for all other fees or charges associated with the performance of the project or any other activities under this Agreement.

11. Indemnification: The Grantee shall indemnify and hold the City harmless, including its elected officials, agents and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeal arising out of or resulting from the carrying out of this Agreement, arising out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if due to a negligent act of the City.

12. Termination: The City shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraphs 3 and 5, failure to do the work in the time and manner specified in paragraphs 7 and 9, failure to provide volunteer labor as specified in paragraph 5, failure to provide equipment or materials adequate to perform the Project, failure to complete the Project by the designated dates, or failure to submit the quarterly project reports as described in paragraph 19. Termination of the Agreement pursuant to this paragraph shall preclude the Grantee from applying for any further grants under the Mayor's Matching Grants Program.

13. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement (except the completion date for the Project as described in paragraph 9), City will provide Grantee written notice of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) calendar days of Grantee's receipt of the written notice, this

Agreement shall terminate without any further notice. The corrective action must be acceptable to the City in order to avoid termination hereunder.

In the case of a breach of the completion date term, as defined in paragraph 9, the Agreement shall terminate upon Grantor's written notice to Grantee.

14. Subsequent to Termination: City shall provide Grantee with a letter confirming termination of the Agreement. Within thirty (30) calendar days of the date of this letter, the City shall close the Grant account and return all remaining City funds to the general operating fund.

15. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the City.

16. Inspectors: The City, acting through the Office of Community Affairs, reserves the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement, but not to inspect the quality of the work done or the materials used. Grantee and its contractors agree to cooperate with all City inspectors. City does not assume any liability for the work performed or any injuries that occur in connection with the Project or this Agreement and does not act in a supervisory capacity.

17. Financial Requirements: Upon award of the Grant hereunder, the City and Grantee shall open a two-signature bank checking account into which the Grant money will be deposited. All checks written for

approved grant project expenses must include one signature from a designated City representative and one signature of the Grantee. Checks will not be released to Grantee for project related expenses without supporting documentation in the form of an invoice or estimate from an established vendor. The City will not sign for any draw on the account without satisfactory documentation and that decision will be made in the sole discretion of the City. For purposes of the administration of this Grant Agreement, the City designates the Director of Community Affairs to act on its behalf.

18. Project Team Orientation: Upon award of the Grant, the Grantee must schedule a Project Team orientation with the Mayor's staff. The orientation must be completed no later than August 1, 2014. Participation in this orientation is mandatory for all Project Team members. The City will provide the Project Leader with copies of the Grant application, Grant guidelines and information, and report forms. Bank signature cards and any other checking account forms will be executed during this orientation.

19. Quarterly Reports: Quarterly Project reports must be submitted to the Office of Community Affairs on or before the 10th calendar day of October, January and April, or until the successful completion or termination of this project and the Grant Agreement. The Final Project Report must be completed and submitted to the Office of Community Affairs on before the 10th calendar day of June 2015. Project status reports and documentation of volunteer hours must be submitted with the all project reports.

The submittal of quarterly Project reports is an express, critical requirement of this Agreement. Grantee's violation of said requirement

may result in termination of this Agreement and revocation of the grant hereunder.

20. Kick-Off Events and End of the Project Celebrations: As a courtesy to the City, the Grantee shall invite the Mayor, the District City Commissioner, and Office of Community Affairs' staff to attend and/or participate in kick-off events or project-end celebrations. The Grantee must notify the Office of Community Affairs of the event or celebration at least thirty (30) days prior to the event date to facilitate scheduling the event on the calendars of the Mayor and City Commissioner(s).

21. Audit: For a period of up to three (3) years after the Project Completion or termination of this Agreement, the City shall have the right to review and audit any and all financial records or any other records having to do with this Agreement, at any time. Grantee agrees to cooperate fully on any review or audit conducted by City.

22. Remaining Funds: Upon the completion of the Project, as determined by the City, all remaining City Grant funds in the subject account, not expended on the Project, will be returned to the City within thirty (30) days of said Project completion. Any remaining Grantee cash contributions constituting an overage of the required Matching Contribution will be returned to the Grantee within thirty (30) days, provided that the Grantee has met the matching requirements outlined in Paragraph 3, and has submitted all quarterly and final reports with appropriate supporting documentation as outlined in Paragraph 19.

23. Grantee Labor as Portion of Matching Grant: Grantee agrees that no more than 50% of the grant award under this Agreement may

consist of volunteer labor to constitute a match. The hourly value of volunteer labor shall be determined by the City, at its sole discretion, at the time the grant cycle begins, which determination is incorporated into this Agreement in paragraph 3.

24. Equipment: Should Grantee purchase equipment under this Agreement and fail to use said equipment in accordance with the terms of this Agreement, City shall have the right to immediately take ownership and possession of the equipment and Grantee hereby gives City the right to do so.

All equipment purchased hereunder must be maintained and stored in a facility that is accessible to the public/ neighborhood, as envisioned under this Agreement. Failure to do so may result in the City taking ownership and possession of the equipment as described above.

25. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement or as a part of the Project, (Improvements). Said maintenance shall be perpetual. Grantee shall submit a maintenance plan with the final report to the City describing in detail the manner in which Grantee intends to maintain the Improvements, including a maintenance schedule. City approval of the maintenance plan is a condition of this Agreement and is at the City's sole discretion.

26. Charitable Donations: The City is a tax-exempt entity and, therefore, may receive charitable contributions. In order for the donor to receive a tax deduction on any donations greater than \$250.00, a Receipt-for-Charitable-Donation Form must be completed. This form can be obtained from designated City staff. Grantee shall also comply with

all applicable Florida Statutes applicable to the solicitation of funds. Any donations are subject to IRS rules and regulations and City makes no representations by virtue of this Agreement, as to the tax deductibility of any donations.

27. Amendments: The Office of Community Affairs Director shall have the authority to enter into amendments to this Agreement for the City without further authorizing of City Council. Any such amendments must be mutually agreed upon by the parties and must be in writing.

28. Notice: Any notices to the Grantee, under this Agreement, shall be mailed to: **Insert Name and Address of Project Leader.** Any notices to the City, under this Agreement, shall be mailed to: City of Orlando Mayor's Matching Grant Program, P.O. Box 4990, Orlando, Florida 32802-4990.

29. Entire Agreement: This Agreement incorporates the entire agreement between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

30. No Project Approval: This Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development. All applicable statutes, codes and regulations remain in full force and effect. If permits from any governmental body are required for implementation of the Project, Grantee must apply for those permits and pay said fees in the same manner as any other entity would apply for a permit. Grantee's Project is not accorded any special status for approval by virtue of this Agreement.

31. Right-of-Way Encroachment and Removal Agreements: Grantee shall be required to enter into a Right-of-Way Encroachment and Removal Agreement if the Project requires the construction of physical improvements in the City's Right-Of-Way. The Encroachment Agreement must be signed by the authorized representative of Grantee and included in the permit application for the construction of the improvements. The Grantee is required to pay a fee to the City of Orlando to record and process the Encroachment Agreement. This fee is collected at the time of the permit application. The Encroachment Agreement form will be executed at the Project Team orientation meeting. Execution of this Agreement does not constitute the Grantor's approval of the construction of Project improvements in the right-of-way. Each Encroachment Agreement will be reviewed separately for a determination of its consistency with the City of Orlando Codes and reasonable transportation engineering practices.

32. Sign Policy: If applicable, neighborhood organizations must adhere to the City's Neighborhood Identification Sign Policy.

33. Guidelines and Application: The terms of the 2013-2014 Mayor's Matching Grant Guidelines and Application for neighborhood organizations (Cycle 2) are hereby incorporated into this Agreement except where inconsistent with the terms herein.

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on the day and year first above written.

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance by the City
of Orlando, Florida, only.

Chief Assistant City Attorney
Orlando, Florida

_____, 2014 .

* * * * *

Witness:

Insert Name of Award Recipient

Witness Signature

By: _____
Neighborhood President

Printed Witness Name

Print Name: _____
Title: **President**

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____ as _____ of
_____ personally known to me
or who produced a driver's license as identification, and he/she
acknowledged before me that he/she executed the foregoing
instrument on behalf of _____ as its true
act and deed, and that he/she was authorized so to do.

WITNESS my hand and official seal this _____ day of _____,
2014.

Notary Public
Print Name: _____
My Commission expires: