

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, Orlando, Florida 32801 (hereinafter "City") and *Insert Name of Grant Recipient*, a 501(c)(3) tax-exempt organization, whose address is: *Insert Legal Street Address of Grant Recipient* (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, the City believes that community support of its youth and families is of paramount importance and demands the cooperation of various faith-based, community, neighborhood and governmental organizations; and

WHEREAS, City has established the Mayor's Matching Grants Program (hereinafter "Program") to provide grants for qualified schools and 501(c)(3) tax-exempt organizations to complete specified projects with participation from community partners, for the implementation of youth crime prevention and anti-violence projects, which Program and projects constitute a public purpose; and

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

WHEREAS, the Program grant is conditioned upon satisfactory completion of the Project as well as the 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. Grantee: Grantee is responsible for implementing the Program described herein. These responsibilities include, but not exclusively, the following:

a. Project Planning/Management Implementation

- ° have a minimum of two staff persons managing and implementing the project; and
- ° produce, manage and implement a Project plan, timeline and outcome assessment; and
- ° provide receipts or supporting documentation for approved grant related expenses each quarter; and
- ° maintain communication with community partner(s); and

b. Fiscal Responsibility

- ° create and manage the Project budget; and
- ° secure adequate cash and in-kind partners; and
- ° prepare and submit quarterly progress reports and the Project final report to the City.

c. Technical Assistance and Staff Support

- ° participate in all phases of Project planning and implementation; and

- ° provide technical assistance in every phase of the Project; and
- ° provide staff support (managers, clerical support, staff volunteers, etc.) and
- ° monitor and report Project outcomes.

d. Volunteer Recruitment/Involvement

- ° plan and manage volunteer efforts; and
- ° track and report volunteer hours; and
- ° establish duties and responsibilities for volunteers; and
- ° train volunteers, as needed.

e. Grant Match (See Paragraph 4)

- ° provide a total match from all volunteer hours, cash and in-kind donations that equals 100 percent of the City grant requested; and
- ° provide at least 25 percent of the match in cash and/or in-kind services directly from the Grantee; and
- ° acquire other partners (religious organizations, businesses, non-profit institutions or individuals) to donate at least 25 percent of the match in cash or in-kind services; and
- ° contribute at least 25 percent of the grant match from the Grantee in volunteer hours computed at \$22.14 per hour; and
- ° ensure appropriate Match for the Grant.

3. Grant: City hereby awards Grantee the Program grant in the amount of \$Insert Amount of Grant Award

4. Matching Grant: The Grantee hereby agrees to provide a matching grant "Match" in the amount of \$Insert Amount of Grant Award. Prior to the issuance of the Program monies, Grantee shall submit a document to City, executed by Grantee outlining and describing the various obligations and contributions, which constitute the complete Match.

5. Conditions: The Match provisions described above are necessary and integral conditions of this Agreement and of any obligations and responsibilities imposed upon City under the terms of this Agreement.

6. Project: Grantee is responsible for and agrees to perform or supervise the performance of, any and all aspects of the Project. The Project is defined as follows:

Insert Project Description Here.

7. Term: The 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 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.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and shall, at its own expense, secure and pay for all permits and be responsible for all

other fees or charges associated with the performance of the project or any other activities under this Agreement. This Agreement does not constitute a waiver of any applicable Codes or regulations.

9. Indemnification: The Grantee, its agents, successors or assigns, 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, arising out of or resulting from Grantees and their agents, successors or assigns, implementation of the Project under the terms of this Agreement, arising out of any activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if said claims, damages, losses or expenses are due solely to an act of the City.

10. Termination: The City shall have the right to terminate this Agreement for the breach of any term of this Agreement. A breach shall include, but not be limited to, failure to meet the match requirements described herein including failure to submit timely reports, failure to provide equipment or materials adequate to perform the project, or failure to complete the project by the designated dates.

11. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, 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 required corrective action within fifteen (15) days of the date 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.

12. Subsequent to Termination: City shall provide Grantee with a letter confirming termination of the Agreement. Within thirty (30) days of the date of this letter, Grantee shall submit to the City a certified or cashier's check in the total amount of the grant provided by the City under the terms of this Agreement.

13. Independent Contractors: It is agreed between the parties that the Grantee and any other participating organizations, are independent contractors and are not employees or agents of the City.

14. Inspectors: The City, acting through the Program's Coordinator, reserves the right to place inspectors at any Project site or at any other location related to implementation of the Project, in order to confirm the legitimacy of monies expended under this Agreement. City does not assume any liability for the work performed or injuries incurred and does not act in a supervisory capacity. Grantee agrees to allow City access to any such locations.

15. Maintenance: Grantee shall maintain and store in a safe and reasonable manner, any and all equipment or materials or any other items purchased with grant money hereunder. Grantee shall not delegate this responsibility without written consent from the City and shall reimburse the City for the value of any such equipment or property that are lost, stolen, or damaged due

to the negligence of Grantee or Grantee's agents, assigns, or successors.

16. Equipment and Materials: Any equipment or materials purchased with Grant Funds hereunder shall be available for use under the terms of the Project and shall constitute a public benefit.

17. City Property: If the Project under this Agreement requires the use of City right-of-way or other City property, the Grantee shall enter into a separate Agreement with the City for use of said property and nothing contained in this Agreement will obligate the City to enter into a Right-of-Way Agreement.

18. Insurance: If the Project require use of City right-of-way or other City property, the Grantee and/or its contractor for the Project shall maintain insurance in an amount and form sufficient to protect the City, and shall supply proof of such insurance prior to construction of the Project under this Agreement. The amount and sufficiency of the insurance shall be at the discretion of the City.

19. Financial Requirements: Upon award of the Grant, Grantee shall receive any grant monies requested in advance at the beginning of the grant term from the City. Reimbursements will be made to the Grantee in the form of quarterly reimbursements for approved grant related expenditures. Reimbursements will be made to the Grantee by the City of Orlando each quarter pending the receipt of supporting documentation and proof of expenses for approved grant related expenditures from the previous quarter. Though expense accounts shall be maintained in the name of the

Grantee, the City shall retain the ability to audit said expenditures.

20. Quarterly Reports: Quarterly Project reports must be submitted to the City's 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. Original or copies of all receipts or invoices documenting grant expenses and volunteer sheets must be submitted with the quarterly Project reports.

21. Audit: The City maintains the right to review and audit any and all financial records or any other records having to do with this Agreement, at any time and the Grantee shall make same immediately available to City.

22. Remaining Funds: Upon the completion of the Project, as determined by the City, all remaining 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.

23. Reappropriate Equipment: The City has the right, though not the obligation, to reappropriate any equipment, fixtures or other movable property, purchased with Program funds that is not utilized in accordance with this Agreement. If this Agreement is terminated due to a breach of the terms of this Agreement, all equipment, fixtures or other movable property, purchased with Grant funds will, at the election of City, become the sole property of the City.

24. Grantee Labor as Portion of Matching Grant: Grantee agrees that no more than 50% of the matching resources under this Agreement may consist of volunteer labor.

25. Amendments: The Program Coordinator shall have the authority to enter into amendments which are consistent with the grant goals to this Agreement on behalf of the City. Any such amendments must be mutually agreed upon by the parties and must be in writing.

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

27. 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.

28. Grant Prohibitions: **Grantee agrees and guarantees that no aspect of the Program shall involve or relate to the promulgation of or instruction in, religious subject-matter or for the purpose of advancing specific religious tenets. Furthermore, Grantee agrees and guarantees that no portion of the Grant funds shall be expended directly or indirectly to aid any church, sect, religious denomination or any sectarian institution.**

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

[Signature Pages Follow On Page 11]

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

CITY OF ORLANDO

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana Brenner, City Clerk

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

_____, 2014.

Chief Assistant City Attorney
Orlando, Florida

Witness:

Insert Name of Award Recipient

Witness Signature

Authorized Signature

Printed Witness' Name

Printed Name of Authorized Signatory

Title: _____

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
My Commission expires:
* * * * *