

CITY OF ORLANDO
FUNDING AGREEMENT FOR FY 2021-2022 Cycle 1
WITH *GRANT RECIPIENT*

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **CITY OF ORLANDO**, a Florida municipal corporation, 400 S. Orange Avenue, Orlando, Florida 32801 (hereinafter "City") and Name of Grant Recipient, a 501(c)(3) tax-exempt organization, whose legal address is: Legal Address of Grant Recipient (hereinafter "Grantee").

WITNESSETH:

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 \$24.14 per hour; and
- ensure appropriate Match for the Grant.

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

4. Matching Grant: The Grantee hereby agrees to provide a matching grant "Match" in the amount of \$Enter Amount of Required Match. 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 1st day of January, 2022, and shall be completed by the 31st day of December 2022. 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 (November 30, 2022). The City's grant of an extension shall in no way constitute a waiver of any of the other terms of this Agreement.

8. 501(C)3 Status. Agency represents and warrants to City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3

organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Agency's tax exempt status shall be provided to the City prior to the distribution of any Funds to Agency. The Agency will maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Agency.

9. Financial Statements. Agency will submit the most recent full-year financial statements (balance sheet or full document) and most recent full-year profit & loss statement most recently approved by its board to accompany this contract.

10. Deficits. The City of Orlando shall not be responsible or liable for any deficit arising from the operation of the Grantee.

11. Nondiscrimination. Grantee must provide equal access and opportunity in employment and services and may not discriminate on the basis of race, color, ethnicity, religion, gender, ancestry, national origin, geography, age, varying abilities, pregnancy, sexual orientation, gender identity, marital status, familial status, citizenship status, or socioeconomic status, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

12. Laws & Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for initiation of any legal action shall be Orange County, Florida.

13. 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, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including but not limited to, attorney's fees and costs, of any kind and nature arising out of

or Grantee in any way connected with the performance of this agreement, except if said claims, damages, losses or expenses are due solely to an act of the City.

14. Termination. Either party can terminate this agreement at any time, with or without cause, upon no less than fifteen (15) business days' notice in writing to the other party. Such notice shall be delivered by one of the following methods: certified mail, email, fax, or in-person delivery to the business address of the party upon whom such notice is served; the sender must retain proof of delivery (sent emails, fax logs, etc.).

Within fifteen (15) business days after termination, Grantee must provide final report to City of Orlando. Contingent on that report, Grantee will receive grant funds prorated for the number of months completed before termination. All other funds are forfeited and shall be returned to City of Orlando within 30 days of the date of the letter confirming termination of the Agreement.

15. Safety. The Grantee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations under this agreement. The Grantee shall comply, and will require its contractors (if any) to comply, with all applicable laws, ordinances, rules, regulations, standards and lawful orders from authorities bearing on the safety of persons or property or their protection from damage, injury or loss. The Grantee shall take all reasonable precautions for the safety of:

- i. All employees and all persons whom the Grantee suffers to be on the premises and other persons who may be affected thereby;
- ii. All property, materials, and equipment on the premises under the care, custody and/or control of the Grantee; and
- iii. Other property at or surrounding the site, including trees, shrubs, lawns, walks, pavements and roadways.

Grantee should perform background checks of all personnel that work with children.

16. Relationship. The relationship between City of Orlando and the Grantee in connection with this grant is one of financial support only, and is limited to the terms of this agreement. The Grantee is not an agent, an employee or a representative of City of Orlando and is not to undertake the funded activities as a joint venture with City of Orlando. The Grantee

shall not state or intentionally imply any agency, employee, representative or joint relationship with City of Orlando in any context, contractual or otherwise.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Quarterly Reports: Quarterly Project reports must be submitted to the City's Office of Community Affairs on or before the 10th calendar day of April 2022, July 2022 and October 2022, 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 January 2023. Original or copies of all receipts or invoices documenting grant expenses and volunteer sheets must be submitted with the quarterly Project reports.

25. Grantee Record Keeping. The Grantee shall maintain accurate, current, and complete records that identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. The Grantee will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by City of Orlando through this agreement as will be in accordance with generally accepted accounting principles. Grant funds and expenses must be accounted for separately from other revenue expenses.

All such records shall be open to inspection by City of Orlando, its funders whose contractual arrangements with City of Orlando require the same access, or any duly authorized representatives during normal business hours for a period of seven (7) years from the final payment made under this agreement. Any cost incurred by the Grantee as a result of a City of Orlando audit shall be the sole responsibility of and shall be borne by the Grantee. If any litigation, claim or audit is commenced prior to the expiration of the seven (7)-year period, the

records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

The Grantee's "records and documents" as referred to in this agreement shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, emails, subscriptions, recordings, agreements, diaries, reports, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Grantee's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document.

Such records and documents shall include hard copy, as well as computer readable data, written policies, and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Grantee records which may have a bearing on matters of interest to City of Orlando in connection with the Grantee's dealings with City of Orlando to the extent necessary to adequately permit evaluation and verification of:

- a. Compliance with requirements of the agreement,
- b. Achievement of program objectives,
- c. Accuracy of reported program results,
- d. Accuracy of financial records and reports,
- e. Compliance with business ethics, or
- f. Compliance with applicable state statutes and ordinances and regulations.

Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs (including overhead allocations), as they may apply to costs associated with this agreement. In those situations where the Grantee's records have been generated from computerized data (whether mainframe, mini-computer, or PC-based computer systems), the Grantee agrees to provide City of Orlando's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

All payees (sub-contractors, insurance agents, material suppliers, etc.) of the Grantee must also

comply with the provisions of this section. The Grantee will cooperate fully and will cause all Related Parties to cooperate fully in furnishing or in making available to City of Orlando from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

City of Orlando's authorized representatives or designees shall have reasonable access to the Grantee's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this agreement and shall have adequate and appropriate work space, in order to conduct audits in compliance with this section.

26. 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.

27. 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.

28. 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.

29. 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.

30. Notice: Any notices to the Grantee, under this Agreement, shall be mailed to: Enter Name and Mailing Address of Project Leader.

31. Notification. The Grantee shall provide notification to City of Orlando of
- any changes in IRS tax-exempt status or Florida corporate, nonprofit status. If the Grantee should lose either status, or anticipate such loss, it shall immediately notify City of Orlando in writing, and City of Orlando reserves the right to

terminate this agreement immediately and discontinue future contributions to the Grantee.

- changes in contact info (within 30 days, if changing staff or board leadership). Notices from City of Orlando will be addressed to the contacts in the application, unless updates have been provided.

Notices from Grantee to City of Orlando shall be addressed to: Julie Tindall / Community Outreach Manager / City of Orlando – Office of Community Affairs / P.O. Box 4990 / Orlando, FL 32802-4990 / Direct 407.246.3275 / Main 407.246.2500 / julie.tindall@orlando.gov

32. Assigning. The Grantee cannot assign this agreement or any part thereof without the prior express written consent of the City of Orlando.

33. No Additional Liability. It is hereby agreed that there shall be no additional liability of any kind upon to City of Orlando beyond that agreed to herein.

34. Severability. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

35. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

36. Entire Agreement. This agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be by written dated agreement, attached hereto and signed by an authorized official of each party.

37. Acceptance of Grant Award. The Grantee agrees to comply with all terms of this agreement. Acceptance of this grant award constitutes an obligation upon the Grantee to fulfill the terms of this agreement.

38. Signatory. The signatory below represents and warrants that he or she has full power and is duly authorized by the Grantee to enter into and perform this agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this agreement as stated.

39. 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.

40. Guidelines and Application: The terms of the FY21-22 Mayor's Matching Grant Guidelines and Application (Cycle 1) are hereby incorporated into this Agreement except where inconsistent with the terms herein.

[Signature Pages Follow On Page 12]

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:

Stephanie Herdocia, 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

Name of Grant Recipient

Authorized Signature

Printed Name of Authorized Signatory

Title: _____

Phone Number: _____

Business Address: _____

FEIN/TIN #: _____

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