

Grant Award Agreement

Organization Name:

Amount of Grant: \$100,000

Grant Period: May 31, 2016 through May 31, 2018

Project Name:

This agreement is made and entered into by and between Indian River Impact 100 (the "Grantor") and xxxxx, a Florida not for profit corporation, (the "Grantee") for the explicit purposes described in Grantee's request and subject to Grantee's acceptance of the terms described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

- 1. **Grant Documents**: The Grant Application, including the Project Budget and Grantee's Financial Statements, describe the project that the Grantee desires to implement and its financial condition. The Grantor and its membership have relied on the representations and statements in these documents. If there is a material change in these documents, Grantee shall inform Grantor within 2 calendar weeks of such change. These documents must be attached to and are an integral part of this agreement (Attachment A). If the project budget has significantly changed since the Grant Application, please attach a revised Project Budget (Attachment B).
- 2. **Grant purpose:** The Grantee agrees to expend the entire Grant Amount exclusively for the purposes and according to the budget specified in the documents listed in paragraph 1. The Grantee will treat the Grant Amount as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant.
- 3. **Grant Planned Installment Schedule:** The Grant Amount shall be paid as follows:
 - Payment terms are based upon the project timeline expenditures in the Grant Application.

4. Conditions of Grant:

- (a) Any significant changes, additions or deletions to any part of the project goals, objectives, activities, outcomes, timetable or budget as originally approved must be requested in writing by the Grantee and approval, if given, will be indicated in writing by the Grantor. If there is any question as to the significance of a particular change, please contact the Grantor.
- (b) The Grantee will use the funds only in accordance with the provisions of Section 2 and understands that any alternative use of funds must be authorized in advance in writing by the Grantor.
- (c) Any significant changes in organizational leadership or in key personnel, vendors or contractors essential to the implementation, project completion and ongoing administration of the organization or grant project must be reported to the Grantor within two calendar weeks of the change. If there is any question as to the significance of a particular change, please contact the Grantor.
- (d) Grantor reserves the right to exercise oversight, in whatever manner it deems suitable with respect to Grantee's use of these funds. Grantor is not responsible for cost overruns.
- (e) No portion of the Grant Amount may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.
- (f) Grantee will maintain adequate liability insurance for the nature of their operations.
- (g) Grantee represents that there have been no negative changes in its financial position that would impact its ability to complete the project.

- 5. **Grant Period:** Time is of the essence of this Agreement, and the Grantee agrees to return to Grantor any funds in Grantee's possession at the grant expiration date of May 31, 2018 which have not been expended for grant purposes. Additionally, Grantee acknowledges that any unpaid grant funds shall not be disbursed and shall no longer be payable to Grantee unless Indian River Impact 100 has agreed in writing to an extension of the grant period.
- 6. **Termination and Repayment of Grant Amount:** The following conditions apply in the event that the Grantor must terminate and seek repayment of all Grant Money from Grantee.
 - a) The Grantor retains the right to terminate the grant and this Grant Agreement if the Grantee ceases to be exempt from federal income tax as provided for under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and/or the Regulations promulgated thereunder (collectively, the "Code").
 - b) The Grantor retains the right to terminate the grant and this Grant Agreement if, in its sole discretion, it determines that doing so is required to comply with the requirements of any law or regulations affecting Grantor's responsibilities with respect to this grant.
 - c) The Grantor retains the right to terminate the grant and this Grant Agreement if, in its sole discretion, it determines that: (i) the Grantee has made any misrepresentation or misappropriated Grant Money; (ii) the Grantee is unable to carry out the purpose of the Project; (iii) the Grantee is no longer an appropriate organization to carry out the purposes of the Project; or (iv) the Grantee has failed to comply with any of the conditions or terms of the grant and this Grant Agreement; (v) a significant change in the grantee's circumstances are detrimental to the project
 - d) Should termination of the grant and this Grant Agreement occur for any reason, the Grantee shall provide the Grantor within two calendar weeks from the date of the termination a full accounting of the receipt and disbursement of any Grant Money through the effective date of termination
 - e) Grantee shall repay any portion of the amount granted which is not used for the purpose of the grant and shall also expect to repay any portion, including any earning, which are not expended by the Grantee for the purposes of the Grant within the Grant Period. Such repayment shall be made by Grantee immediately after receipt of Grantor's demand therefore.
- 7. **Reports to Grantor:** Grantee shall remain in contact with Grantor on a regular basis as to the use of the Grant Amount over the Grant period, and agrees to participate in any Impact 100 events during the Grant Period as requested. Additionally, site visits may be scheduled during the Grant Period at the discretion of the Grantor. The following reports are required over the life of the Grant Period:

First Interim Report:

Second Interim Report:

November 30, 2016

May 31, 2017

Final Grant Report and Site Visit

May 31, 2018

The Interim Grant Report and Final Grant Report Forms are included in this document - see Attachments C and D.

- 8. **Accounting & Auditing Records:** Grantee shall maintain its books and records in such a manner that the Grant Funds will be shown separately on Grantee's books and that the expenditures made in furtherance of the Grant purposes will be shown as charged against the Grant, and shall maintain such records of such funds in such a form as to be checked readily. Grantee shall keep the records of the expenditures, as well as copies of the reports submitted to the Grantor, for at least four (4) years after the completion of the use of the Grant Amount. Grantee shall make its books and records available to the Grantor for inspection at reasonable times.
- 9. **Publicity:** Charitable grants approved by Indian River Impact 100 are reported to the community through various publicity resources. An explicit condition of this Grant is that the Grantee shall acknowledge Indian River Impact 100 as grant-maker in all media communications, public announcements or printed materials concerning the Project. Any other use of Indian River Impact 100's name or logo shall require the prior express written permission of Indian River Impact 100.

From time to time, Impact 100 may request information from the Grantee to be used for Impact 100 membership campaigns and to inform its membership of the progress of the project funded by this agreement. Grantee authorizes Impact 100 to use videos, photographs and audio recordings on social media outlets and websites to provide its membership and the community with updates and information about Grantee.

- 10. **Solicitation:** The Grantee agrees to refrain from organizing a solicitation campaign specifically targeted at Impact 100 members based solely on their membership in Impact 100.
- 11. **Compliance with Laws:** The Grantee expressly agrees to comply with all applicable Federal, State and local laws, regulations or ordinances, and all provisions required thereby are herein incorporated by reference. This agreement is construed in accordance with and governed by said laws.

- 12. **Hold Harmless:** The Grantee agrees to indemnify, defend and hold harmless Indian River Impact 100 and its agents (including the board of directors and membership of Indian River Impact 100) and employees from any liability, loss, cost, injury, damage or other expense that may be incurred by Indian River Impact 100 or claimed by any third person against it as a result of Indian River Impact 100's funding of the Project or any action or non-action taken in connection with the Project.
- **13. No guarantee of future funding:** The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Indian River Impact 100 to continue funding beyond the terms listed in this grant agreement.
- 14. **Authority to Bind:** The Grantee certifies that:
- a) The Grantee is duly organized and validly exists under Florida law, and has all the requisite power and authority to enter into this Agreement;
- b) The signatories for the Grantee have been duly authorized to execute this Agreement on behalf of the Grantee and to obligate the Grantee to the terms and conditions of this agreement.
- c) The Grantee confirms that there has been no change in its qualification as an organization exempt from income tax pursuant to section 501(c)(3) of the Code. If any change in classification occurs, Grantee must notify Grantor immediately.
- 15. **Waiver**. No waiver of any provision of this Grant Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to Indian River Impact 100. A self-addressed envelope is enclosed for your convenience. Once all signatures are secured, a signed copy will be mailed to you.

Organization:		
Signature		
By (Print Name)	, its	CEO
Date		
Signature		
By (Print Name)	its E	Board Chairman
Date	_	
Indian River Impact 100		
Signature	_	
By Suzanne Berman, President		
Date		
Return two copies of the signed Grant A	greement to:	
IRCF/Indian River Impact 100		

Grant Award Agreement 2016-17

P.O. Box 643968 Vero Beach. FL 32964 ATTACHMENT A: Grant Application and Financial Statements

ATTACHMENT B: Updated Project Budget, if applicable

ATTACHMENT C: Interim Progress Report form

ATTACHMENT D: Impact Assessment Report form

Attachment B Updated Project Budget

Income		Description/Explanation
Impact 100 Grant		NOTE: You MUST enter \$100,000.00 in the field to the left.
Other Grants (list each)		· ,
Fundraising (line list each)		
Other Sources (line list each)		
Total Project Income (a)	\$ 0.00	
Project Costs & Expenses		Description/Explanation
Land and/or Building		
Equipment		
Furniture & Fixtures		
Remodeling Costs		
Other Capital (line list each)		
New Permits/Licenses Required		
Incremental Operating Expenses		
Salaries/Wages/Benefits		
Fundraising		
Marketing		
Rent/Utilities		
Other Operating Expenses		
Consultant/Professional Services		
Other (line list each)		
Total Project Costs/Expenses (b)	\$ 0.00	
Net Project Income/Expense (a) - (b)	\$ 0.00	

Attachment C Interim Grant Report

- 1. List the primary goals and objectives included in your proposal and describe the progress made toward each, including specific examples. Explain any variance from your goals or expected progress.
- 2. Has the timeline, budget, approach or plans changed from what was described in your original proposal?
- 3. Describe the response of the community or clients to the program thus far.
- 4. Please describe any unanticipated challenges encountered with this project to date and explain how you plan to address those challenges.
- 5. Describe specific successes achieved to this point, which demonstrate the positive impact of the program and reinforce why it is a worthwhile endeavor.
- 6. Describe any changes that you wish to make at this time to the grant budget, goals and objectives. Changes will need prior written approval from the Impact 100 Executive Committee.
- 7. What steps are being taken to ensure sustainability of the project beyond the grant period?
- 8. Fiscal information -Please complete the Interim Budget Report provided:
 - Indicate project-to-date costs for each line item (spent or encumbered) and update funding sources for the project;
 - Submit your nonprofit organization's financial information for the current fiscal year indicating income and expenses. This can be submitted as your most recent financial audit, financial review or 990 (in order of preference) for your agency.

President/CEO print name and sign	Date	
Board Officer/Treasurer print name and sign	Date	

Indian River Impact 100 - Interim Project Budget Report

Date:
PROJECT REVENUES: Original Request:
To Date: Impact 100 Grant: \$100,000.00
Government grants (specify) Government contracts (specify) Foundations Corporations/Businesses Civic or Community Groups United Way Arts Council Individual Contributions Fundraising Activity (events) Membership Income In-kind support Investment Income Endowment Earnings Earned Income Other (specify)
Total Revenue
PROJECT EXPENSES/COSTS:
Original Request:
To Date:
Project Payroll Costs Project Director Salary Insurance, Benefits and related taxes Consultants and Professional Fees Land/Building/Construction Costs Equipment, Machinery, Vehicle Purchase Costs Office Furniture/Fixture Purchase Costs Fundraising Costs

Total Expenses

Printing, Copying, Supply Costs Postage and Delivery

Marketing and promotion

Telephone & Fax

Rent and utilities

*Other (specify)

Attachment D Final Grant Report Form

Project Impact:

- 1. List the primary goals and objectives included in your original proposal and describe the progress made toward each, including specific examples. Explain any variance from the goal or expected progress. If applicable, explain why planned objectives were not attained or why scheduled activities were not implemented.
- 2. Describe how collaborative or cooperative efforts with individuals and organizations affected outcomes. This could include planning, implementing, funding and/or evaluating the project.
- 3. Describe any unanticipated benefits and/or challenges encountered with this project.
- 4. What steps are being taken to ensure the sustainability of your project beyond the grant period?
- 5. Were funds from the Indian River Impact 100 grant spent for any purpose other than what was stated in the Grant Application and Grant Award Agreement?

Organizational Impact:

- 1. What impact did the Indian River Impact 100 grant have on your organization, the community and the target population? When possible, please quantify such impact.
- 2. If possible, provide a "human interest story" that illustrates a success of the project.
- 3. What are the most important outcomes and "lessons learned" from this project? How will you apply what you learned to future work? If you were to undertake this project again, would you do anything differently? If yes, please explain.
- 4. Were additional funds or volunteer hours received as a result of connections made through your organization's association with Indian River Impact 100?
- 5. If applicable, attach relevant materials relating to the funded project, i.e., press or news items, annual report references, brochures, letters of support, photographs, etc.

President/CEO print name and sign	Date	
Board Officer/Treasurer print name and sign	 Date	
Board Officer/ freasurer print name and sign	Date	

Fiscal—please complete the Final Project Budget Report provided: Indicate project-to-date costs for each line item (spent or encumbered) and update funding sources for the project;

Impact 100 reserves the right to ask for additional information.

Project Revenues:

Original Request \$100,000

Actual To Date

Impact 100 Grant

Government Grants (specify) Government Contracts (specify)

Foundations

Corporations/Businesses

Civic or Community Groups

United Way

Arts Council

Individual Contributions

Fundraising Activity (Events)

Membership Income

In-kind support

Investment Income

Endowment Earnings

Earned Income

Other (specify)

Total Revenue

Project Expenses/Costs:

Project Payroll Costs

Project Director Salary

Insurance, Benefits and related taxes

Consultants and Professional Fees

Land/Building/Construction Costs

Equipment, Machinery, Vehicle Purchase Costs

Office Furniture/Fixture Purchase Costs

Fundraising Costs

Telephone & Fax

Printing, Copying, Supply Costs

Postage and Delivery

Rent and Utilities

Marketing and Promotion

Other (specify)

Total Expenses