

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Common Good Initiative Investment Application

City of Fort Pierce

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FollowUp Form

Project Name*

Name of Project

Lincoln Park Revitalization Coordinator - Salary and Fringe Benefits

Amount Awarded

\$132,000.00

Common Good Initiative Investment Agreement - non 501 c 3 Multi-Payments

This document, all the conditions and terms herein, and any attachments in the Allegany Franciscan Ministries online grants management system, will once signed by you, serve as your consent to accept the funds and implement the approved program in accord with this agreement.

The agreement should be completed and signed by the Organization's chief executive officer or an authorized officer of the Organization. This is an electronic agreement that can be completed and signed through the Allegany Franciscan Ministries online grants management system. If you would like to print a copy for your records, please use the blue print packet button in the upper left corner after you have saved and/or submitted the agreement.

In this document, the term "Organization" shall be understood to be mean the organization receiving the funding.

I. Purpose of Investment and General Information

A. The investment will be used exclusively for the purposes specified in the Organization's application and any related amendment documents as may be approved in writing by the parties. The Organization will directly administer the program specified.

B. The investment awarded by this agreement is made with the understanding that Allegany Franciscan Ministries has no obligation, now or in the future, to provide financial or other support to the Organization.

C. The investment is made, and must be used, in accordance with all applicable laws, regulations and rulings. No goods or services were provided to the Organization by Allegany Franciscan Ministries.

D. The Organization must request approval in writing for any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable or budget submitted by the Organization. Budget variances of up to 10% are acceptable without requiring modification to the budget submitted by the Organization. For larger variances, a written request for modification must be submitted. Approval, if given, will be indicated in writing by Allegany Franciscan Ministries. The Organization will notify Allegany Franciscan Ministries in writing within 30 days if there is a change in key personnel essential to the ongoing administration of the Organization or programs funded by the investment. If there is any question as to the significance of a particular change, additional or deletion, the Organization will contact Allegany Franciscan Ministries.

E. In the event that any uncertainty develops as to the Organization's ability to fully implement any aspect of the program covered by the investment, either due to a lack of financial resources or otherwise, the Organization will promptly notify Allegany Franciscan Ministries.

F. The Organization represents and warrants that it is in compliance with, and shall at all times from its date of application through the expiration of the investment period remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury and applicable anti-terrorist financing and asset control laws, rules, regulations and executive orders, including, but not limited to, Executive Order No. 13224 and the USA Patriot Act of 2001. Organization shall ensure that funds will not be used for any purpose prohibited by such laws, rules, regulations and executive orders. Organization shall notify Allegany Franciscan Ministries immediately in the event of any non-compliance with, or prohibited use under, such laws, regulations, rules and executive orders.

II. Accounting and Audit

A. The Organization will maintain a separate line item for the investment on its books for accounting purposes. All expenditures must adhere to the specific line items in the approved project budget or in subsequent approved amendments. Expenses charged against this investment may not be incurred either prior to the date of this investment agreement or subsequent to the expiration or termination date of the investment and may be incurred only as necessary to carry out the purposes and activities of the approved program as set forth in this investment agreement and the investment application.

B. The Organization will retain all records, receipts, invoices and canceled checks for a period of four (4) years following the completion of the investment. The Organization will make its books and records available to Allegany Franciscan Ministries and its designated agents upon request, both during the period of Allegany Franciscan Ministries funding of the investment for a period of four (4) years thereafter.

C. Generally for investments greater than \$50,000, the Organization shall arrange for, at the Organization's sole cost and expense, an annual independent audit of its financial statement. The Organization agrees that it will provide a copy of the independent audit of its financial statement to Allegany Franciscan Ministries no later than one month after the Organization has received the completed independent audited financial statement. In lieu of an audit, agreed upon documentation must be submitted to insure financial oversight and management.

III. Payments and Reports

A. Allegany Franciscan Ministries will make payments in one or multiple installments, according to a timeframe agreed upon with the Organization. When multiple payments are planned, a progress report is required prior to the release of subsequent payments. Reporting and payment schedule information can be found in the Final Outcomes and Budget document which is a separate merged document in Allegany Franciscan Ministries' online grants management system. Payment will be issued within 30 days of the time a progress report is received and approved.

B. The Organization will provide a report to Allegany Franciscan Ministries at the dates set in the Final Outcomes and Budget Report. Reports will be submitted online and include a summary as well as program and financial updates.

C. Expenditures, outcomes and indicators have been agreed upon by representatives of Allegany Franciscan Ministries and the Organization for the investment period, and can be found in one merged Final Outcomes and Budget document, which contains: Success Measures Form, payment schedule, Project Budget Summary Form, and Project Budget Narrative Form.

D(a). For agreements with multiple payments, payment installments are based on a predetermined schedule negotiated between Allegany Franciscan Ministries and the Organization. Prior to subsequent payments being released, the Organization must expend 80% of its previous payments.

D(b). Progress reports must be submitted according to the schedule set in the Final Outcomes and Budget document. If at the time a progress report is due, the Organization reports that it has spent at least 80% of the payments made, Allegany Franciscan Ministries will release the next payment. If the Organization has not spent 80% of the payments made, the Organization must still submit all reports by the due date, but funds will not be

released. Once the report is submitted, the Organization must communicate with the appropriate Allegany Franciscan Ministries staff member, in order to determine next steps. In most cases, in order to receive the next payment, the Organization will be expected to resubmit a financial report once it has met the 80% expenditure threshold.

D(c). Allegany Franciscan Ministries will reimburse expenses incurred for the program prior to the Organization receiving the investment check, as long as the expenditures are made within the agreement period.

E. The "program report" section of the progress report will include information about demonstrated progress toward outcomes described in the Success Measures Form and agreed upon by representatives of Allegany Franciscan Ministries and the Organization. The program updates will also summarize challenges, obstacles and lessons learned in the implementation of the grant.

F. Allegany Franciscan Ministries may, at its own expense, monitor and conduct evaluations of the program funded by the grant and its continued feasibility in addition to reviewing the reports. Allegany Franciscan Ministries' staff or designated volunteers may conduct onsite visits during the grant period. Allegany Franciscan Ministries will consider a mid-grant meeting with the Organization to review progress and, as necessary, revise/re-set outcomes and budget. Allegany Franciscan Ministries may request a meeting during the investment period or upon grant completion to review and share progress and challenges, lessons learned, and any other observations or recommendations regarding the program.

IV. Copyright and Acknowledgement

A. Allegany Franciscan Ministries hereby grants all such copyright interests in materials produced as a result of the investment to the Organization. The Organization grants Allegany Franciscan Ministries a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce, publish, alter or otherwise use any and all such materials, including any and all data collected in connection with the investment grant in any and all forms the data are fixed.

B. Allegany Franciscan Ministries retains the right to publicize the investment and report on the investment's outcomes, as it deems appropriate. Allegany Franciscan Ministries will consult with the Organization prior to major announcements. In any acknowledgement or recognition of the investment, and in any publication or press releases, the Organization will refer to Allegany Franciscan Ministries as "Allegany Franciscan Ministries". The Organization will provide copies of all printed materials, newspaper articles and other publicity to Allegany Franciscan Ministries.

C. Accordingly, Allegany Franciscan Ministries requests that the Organization not recognize Allegany Franciscan Ministries, its board members, volunteers or staff with certificates, plaques or similar mementos. Allegany Franciscan Ministries welcomes learning about the funded work through photographs, lessons learned, or stories of success from those the investment has served in the community.

V. Equipment

Equipment purchased with investment funds shall be the property of the Organization so long as the equipment is not diverted from the purposes for which the investment is made during the investment period. If the purposes are changed or if the Organization ceases to operate the program for which the investment was made, ownership of the equipment may, at Allegany Franciscan Ministries' option, be transferred from the Organization to Allegany Franciscan Ministries or Allegany Franciscan Ministries' designee.

VI. Termination of Investment & Reversion of Investment Funds

A. Allegany Franciscan Ministries retains the right to terminate the investment at any time for any reason and without further financial or other obligation of any kind whatsoever, regardless of funding status. While Allegany Franciscan Ministries need not have any specific reason to terminate the investment, the following may be among the considerations taken into account by Allegany Franciscan Ministries: any determination made by Allegany Franciscan Ministries in its sole discretion that the Organization has made any misrepresentation or misappropriated investment funds, that the Organization is incapable of carrying out the purposes of the investment or has ceased to be an appropriate Organization to receive the investment, or that the Organization has failed to comply with any term or condition of the investment; and any determination made by Allegany Franciscan Ministries in its sole discretion as to availability of funds.

B. The Organization acknowledges that Allegany Franciscan Ministries shall retain the right to terminate the grant and cease funding at any time for any reason and the Organization hereby releases, discharges and waives any and all claims that the Organization may have now or in the future against Allegany Franciscan Ministries or its agents, whether related to the grant, funding under this grant agreement, or otherwise.

C. Should termination of the grant occur for any reason the Organization will, within thirty (30) days from the date of termination, provide Allegany Franciscan Ministries with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant through the effective date of termination.

D. The Organization will immediately repay any funds used for purposes other than those of the grant. Within thirty (30) days after the scheduled termination of the grant period, the Organization will repay to Allegany Franciscan Ministries and unused funds. In the event Allegany Franciscan Ministries terminates the grant prior to completion for any reason, the Organization will promptly repay to Allegany Franciscan Ministries any unused funds or funds used for purposes other than those specified in the proposal.

VII. Catholic Social Teaching

The program funded with the investment will not operate contrary to official Church interpretations of the social and moral teachings of the Roman Catholic Church.

VIII. Continuity of Operations Plan (COOP) or Disaster Plan

The Organization will maintain an annually updated COOP or disaster plan identifying its preparation for and response to any natural or man-made disaster, including but not limited to, hurricanes. The plan will be made available to Allegany Franciscan Ministries upon request.

IX. Allegany Franciscan Ministries Contacts

All correspondence, reports and communication regarding this investment agreement and the investment should be directed to:

Lincoln Park: Upendo Shabazz, (561) 802-9013, ushabazz@afmfl.org

Overtown: Miguel Milanés, (305) 860-1441, mmilanés@afmfl.org

Wimauma: Cheri Wright-Jones, (813) 685-3232, cwrightjones@afmfl.org

X. Acceptance of Terms and Conditions

This investment is conditional upon the Organization's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Investment Terms and Conditions" below, the Organization agrees to accept and comply with the stated terms and conditions of this investment.*

Electronic Signature

Authorized Electronic Signature*

The electronic signature on this document of the person authorized to make legal contracts for the Organization will represent Organization's acceptance of this award and agreement to comply with the stated terms and conditions of this investment. Please signify your agreement for the foregoing terms and conditions by typing your name, title, and date in the spaces below. You must be the chief executive of the Organization or an authorized officer of the Organization duly empowered to make legal contracts. By entering your signature and clicking "I Agree," you certify that you are an authorized representative of the Organization described herein and that you agree to the terms and conditions of this investment agreement.

Authorized Signature*

Enter your full name

Title*

Date*

File Attachment Summary

Applicant File Uploads

No files were uploaded