



December 14, 2020

**Mental Well-Being Grant Agreement**

**GRANT AGREEMENT DURATION:** January 15, 2021– January 14, 2024 (3 years)

**ORGANIZATION:** Indian River County Board of County Commissioners

**ADDRESS:** 1801 27<sup>th</sup> St., Vero Beach, FL 32960)

**CONTACT PERSON:** Kevin Kirwin, Director, Parks and Recreation

**GRANT AMOUNT:** \$198,905

**PURPOSE:** Park-Based Activities to Decrease Loneliness in Vulnerable Seniors

**GRANT NUMBER:** 10735

**1. Use of Grant Funds** You may only use the grant funds for religious, charitable, scientific, literary or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1954, as amended (the “Code”), and more specifically may use the grant funds only for the purpose outlined above.

You acknowledge that the Florida Blue Foundation (the “Foundation”) has not earmarked the use of the grant funds or any portion thereof for any other organization or individual. By signing this agreement, you agree to repay the amount of any grant funds that you expend for any purpose other than those stated in your application. You also acknowledge that no portion of the grant funds will be used to carry on lobbying activities, to attempt to influence legislation or the outcome of any public election, or to carry on any voter registration drive. You also agree to return any unused funds in the event that your organization and/or the funded program becomes insolvent or dissolves for other reasons.

You further acknowledge that you will expend the grant funds as specifically itemized line-by-line in the proposal budget or that deviations from such line-by-line itemized budget will not exceed **10% of the total**. The Foundation must approve total transfers within lines of the budget in excess of **10% of the total**.

**2. Payment of Grant Funds** The Foundation will pay the grant funds in installments based on availability of funds and satisfactory reports every **six (6)** months as set forth below.

Your reporting and payment schedule:

<u>Payment</u>	<u>Reporting Timeframe</u>	<u>Report Due Date</u>	<u>Payment Amount</u>	<u>Payment Date</u>	<u>Requirement</u>
Initial Payment	N/A	N/A	\$70,000	1/22/2021	Receipt of signed grant agreement
Second Payment	1/15/2021-7/14/2021	7/28/2021	\$31,000	8/11/2021	Receipt of satisfactory interim report for the previous 6 months
Third Payment	1/15/2021-1/14/2022	1/28/2022	\$31,000	2/11/2022	Receipt of satisfactory annual report for the previous 12 months
Fourth Payment	1/15/2022-7/14/2022	7/28/2022	\$31,000	8/11/2022	Receipt of satisfactory interim report for the previous 6 months
Fifth Payment	1/15/2022-1/14/2023	1/28/2023	\$31,000	2/11/2023	Receipt of satisfactory annual report for the previous 12 months
<b>Final Payment</b>	1/15/2023-7/14/2023	7/28/2023	\$4,905	8/11/2023	Receipt of satisfactory interim report for the previous 6 months
<b>Final Report</b>	1/15/2021-1/14/2024	2/14/2024	N/A	N/A	Receipt of satisfactory FINAL report for the life of the grant (within 30 days of the grant ending date)
<b>TOTAL</b>			<b>\$198,905</b>		

**3. Quality of Work** The Foundation will review both the quality of the work done and your progress toward achieving the goal(s) of the grant. Representatives of the Foundation have the right to monitor your progress through on-site visits. In addition, the Foundation will be monitoring the continued commitment of personnel involved in the work of the grant, and will, throughout the term of the grant, consider whether continuation of the work associated with the grant is in the interest of the general public. If the Foundation: (i) is not satisfied with the quality of your work or the progress toward achieving the goals of the grant, (ii) is of the opinion that you are incapable of satisfactorily completing the work of the grant, or (iii) determines that continuation of the grant is not reasonably in the interest of the general public, the Foundation may, in its discretion, (i) withhold payment of grant funds until, in its opinion, the situation has been corrected, or (ii) declare the grant terminated. The Foundation’s determination as to: (i) the quality of work being performed, (ii) the progress being made toward the goals of the grant, (iii) your ability to complete the work of the grant satisfactorily, and (iv) whether continuation of the work of the grant is in the interest of the general public, will be final, binding and conclusive upon you insofar as further grants payments are concerned.

**4. Certification and Maintenance of Exempt Organization Status** You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and “not a private foundation,” within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a “Public Charity”). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Further, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

**5. Interim Reports** You will submit interim reports that the Foundation may reasonably request, and your personnel will confer with Foundation personnel or consultants at the reasonable request of the Foundation regarding expenditures, records and progress of the grant project. See reporting and payment schedule for report due dates.

**6. Annual Reports** You will also submit annual reports that should include: a summary of previously submitted reports, narrative, expenditures and cumulative numbers served to date since the last submitted report. See reporting and payment schedule for report due dates.

**7. Final Report** Within 30 days of the grant ending date, you will submit a final cumulative report that includes: narrative, numbers served and financial report that covers the total grant period. See reporting and payment schedule for final report due date.

**8. Records** You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easy to understand format. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for at least four (4) years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to the Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period. In all reports and records, you will refer to the Grant Number listed above.

**9. Acknowledgment of Support** All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private media, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant will acknowledge the Foundation's support. The Foundation will provide you with appropriate logos, legal name and artwork as needed to acknowledge support.

By accepting this agreement, you also confirm the fact that your organization has provided no goods or services to the Foundation in return for this grant.

**10. Violation of Terms; Change of Status** In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final, binding and conclusive upon you.

If final or interim reports are not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant if any such report is not received within a reasonable time [no more than sixty (60) days] following the date on which it was due.

**11. Termination** Upon termination of this grant for any reason, the Foundation will withhold any further payments of grant funds and you will repay to the Foundation any portion of the grant funds that were not spent for the grant project.

**12. Future Funding** You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this contract upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.

**13. Modification** This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in a writing signed by an authorized officer of your organization and of the Foundation.

**14. Applicable Law** This agreement will be construed in accordance with the laws of the State of Florida.

**FLORIDA BLUE FOUNDATION**

**INDIAN RIVER COUNTY -- BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Susan B. Towler  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name (Printed or typed)

Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PLEASE NOTE THAT NO PAYMENTS WILL BE MADE WITH CHECKS. ALL PAYMENTS WILL BE MADE THROUGH DIRECT DEPOSIT TO YOUR BANKING ACCOUNT.**

**SEE ATTACHED**

- 1) Banking information to be completed and returned with your signed grant agreement.**
- 2) Template for this grantee's news release**

**FOUNDATION CONTACT: Any questions should always be directed to your assigned Senior Program Manager, Susan F. Wildes, susan.wildes@floridablue.com, 904-905-3045.**