

FOREVER WARRIORS FOUNDATION AND ORGANIZATION NAME

Grant Funding Contract

Grant Period DATE-DATE

Contract # XXXXXXX

INTRODUCTION:

Forever Warriors Foundation, established by [Step One Automotive Group](#), is committed to supporting a comprehensive network of nonprofit agencies that align with our strategic vision and respond to critical needs of active-duty service members, reservists, and veterans in Okaloosa and Walton counties. This agreement clarifies the conditions under which an agency and/or program receives Forever Warriors Foundation's financial support. This agreement is written with the goal of assuring that identified human needs are addressed effectively and efficiently, and in the best interest of the community, the funded Agency, and Forever Warriors.

Forever Warriors Foundation is partnering with United Way Emerald Coast (herein after UWEC). UWEC will be your organization's main point of contact for reporting, questions, and communications.

AGREEMENT:

This agreement is made and entered between Forever Warriors Foundation (herein after FWF) and **Organization Name** (herein after Agency). The term of this agreement, unless terminated earlier, in accordance with the conditions of this agreement will be from **DATE** through **DATE**.

FWF has awarded an amount of \$**XXX** to support the operations of **XXXX** detailed in the grant application. Funding is contingent upon the Agency's successful operation and achievement of goals, proper use of funds, and availability of funds.

While FWF does not like to think about funding limitations, it may be necessary to make grant award reductions due to funding limitations or natural disasters. Therefore, this contract **cannot constitute a funding commitment**. This agreement is, however, a statement of our **intent to fund**. Should FWF find it necessary to adjust grant funding within a grant cycle, FWF will notify the organization of the Agency thirty (30) days prior to any adjustment.

DISBURSEMENT OF GRANT FUNDS:

Disbursement of funds are contingent on the submission of the Agency's monthly report. These reports are due by their respective deadlines and if submitted late, incomplete, or you have not met all grant agreements, your funding may be withheld until submission/corrections are made and/or it may impact your organization's eligibility for future funding.

Monthly Reports are due and reviewed for accuracy and completion before reimbursements can be made. If a report is late by up to 7 calendar days, 20% funding may be withheld from future distributions. If a report is late by 8+ calendar days, the Board will convene to determine the penalty which may be no less than 25% of future distributions, up to withholding full payments as organization will be seen out of compliance with contract.

Monthly reimbursements will be issued once reports are accepted by the State of Florida, following this estimated payout schedule:

- Late December/early January 2025: insert amount (if applicable)
- Late January/early February 2025: insert amount (if applicable)
- Late February/early March 2025: insert amount (if applicable)
- Late March/early April 2025: insert amount (if applicable)

Failure to submit a Report on time will jeopardize future grant funding eligibility and/or future payments may be reduced upon the Board's discretion.

SECTION I

The Agency agrees to:

- A. Operate program(s) and expend FWF funds only as outlined in the application unless subsequent program changes are mutually agreed upon.
- B. Use the reporting template provided by UWEC to submit monthly reports by the respective deadlines.
- C. Maintain an accurate accounting record and track disbursement of grant funds.
- D. Provide a minimum of 2 success stories during this grant period, and if possible, corresponding photo (and media release) that demonstrates the impact of funds or subsequent services provided. Name and identifying information may be omitted for confidentiality purposes.
- E. Ensure the organization and applicable program service(s) is/are listed in Northwest Florida 211's database and the listing is consistently accurate.
- F. Advise UWEC immediately of any organizational changes which may adversely affect service(s) provided by these funds. Including, but not limited to, changes in leadership, service(s), programming, key staff, available resources, etc.
- G. Submit annual partner agency certification paperwork to UWEC by the respective deadlines.
- H. Identify as a FWF and Step One Automotive Group (herein after SOAG) partner and promote said partnership by following the corresponding guidelines below:
 1. Funded Partners with FWF investments totaling \$15,000 or more are required to:
 - a. Publish the hyperlinked FWF and SOAG logos to your website's homepage.
 - b. Issue at minimum, four social media posts per funded period, recognizing the financial support and tagging @weareforeverwarriors and @steponeauto.
 - c. Inclusion of FWF and SOAG's logo in your Annual Report.
 - d. Provide FWF/SOAG with 2-4 tickets to your Annual Meeting, annual Volunteer/Donor Appreciation event, or similar mutually agreed upon event; provide verbal recognition at event and logo recognition on appropriate materials.
 - e. Facilitate the publication of a media release in a mutually agreed upon newspaper, magazine, news station, or other media outlet. The media release should include a photo of the check presentation and an announcement of the FWF/SOAG funding.
 2. Funded Partners with FWF investments totaling \$5,000 to 14,999 are required to:
 - a. Publish the hyperlinked FWF and SOAG logos to your website.
 - b. Issue at minimum, three social media posts per funded period, recognizing the financial support and tagging @weareforeverwarriors and @steponeauto.
 - c. Inclusion of FWF and SOAG's logo in your Annual Report.
 - d. Choose two:

- i. Provide FWF/SOAG with 2-4 tickets to your Annual Meeting, annual Volunteer/Donor Appreciation event, or similar mutually agreed upon event; provide verbal recognition at event and logo recognition on appropriate materials.
 - ii. Facilitate the publication of a media release in a mutually agreed upon newspaper, magazine, news station, or other media outlet. The media release should include a photo of the check presentation and an announcement of the FWF/SOAG funding.
 - iii. Issue two (or more) additional social media posts per funded period, recognizing the financial support and tagging @weareforeverwarriors and @steponeauto.
- 3. Funded Partners with FWF investments totaling up to \$4,999 are required to:
 - a. Publish the hyperlinked FWF and SOAG logos to your website's homepage.
 - b. Issue at minimum, two social media posts per funded period, recognizing the financial support and tagging @weareforeverwarriors and @steponeauto.
 - c. Choose one:
 - i. Provide FWF/SOAG with 2-4 tickets to your Annual Meeting, annual Volunteer/Donor Appreciation event, or similar mutually agreed upon event; provide verbal recognition at event.
 - ii. Facilitate the publication of a media release in a mutually agreed upon newspaper, magazine, news station, or other media outlet. The media release should include a photo of the check presentation and an announcement of the FWF/SOAG funding.
 - iii. Issue two (or more) additional social media posts per funded period, recognizing the financial support and tagging @weareforeverwarriors and @steponeauto.
- I. Submit any changes or redirection in the Agency's approved goals, outcomes, operating budget, and/or overall program in writing on official Agency letterhead to UWEC for consideration. FWF reserves the rights to renegotiate, adjust, suspend, or cease its allocation of funding to the Agency, and can request further information regarding the proposed changes. All changes will be reviewed by FWF's Board of Directors.
- J. Spend all funding received from FWF in accordance with the current term agreement.
- K. Payment of funds to the Agency is subject to reduction or cancellation, in whole or in part, if the Agency fails to carry out activities, in whole or in part, as represented at the time of the request for funds. If the Agency uses funds for purposes other than those for which such funds were intended, FWF may renegotiate, adjust, suspend, or cease further payment of funds not already paid to the Agency.

During the term of the agreement, the agreed upon grant award may be reviewed for adjustment if exceptional circumstances affect the services being provided by these funds. Should there be a crisis, unforeseen circumstance, or a major change in the Agency's finances, either FWF, UWEC or the Agency may request an emergency meeting to discuss the situation. Any change in investment would require approval from FWF's Board of Directors, who reserve the right to determine if said crisis is an exceptional circumstance or not.

SECTION II

FWF agrees to:

- A. Act as good stewards over donor dollars by maximizing its resources and supporting agencies that meet critical community needs.
- B. Discuss with the Agency any adjustments necessary, in the event of a financial shortfall during any part of the funding period covered by this agreement.

UWEC agrees to:

- A. Provide a reporting template for the monthly reports within an adequate amount of time for the Agency to complete by the respective deadlines.
- B. Ensure Agency is aware of the rationale for funding decision.
- C. Provide timely communications to all related parties.

SECTION III

The Agency, FWF, and UWEC agree to:

- A. Maintain a responsible and representative governing body such as a board of directors that establish financial, administrative, and program policies and procedures.
- B. Maintain books of account to provide adequate financial information on the organization's operations.
- C. Not disparage or encourage others to disparage the organization. For purposes of this agreement, the term disparage includes without limitation comments or statements made in any matter or medium in the press and/or the media about the company which would adversely affect any manner of the conduct of the business of the company, without limitations to the company's business plans or prospects or the business reputation of the company.
- D. Participate in collaborative efforts to promote our collaborative work in the community.
- E. Uphold all terms and obligations mentioned in this agreement.

SECTION IV

In the event of violation by either party of its obligations herein, the other party shall have the right to terminate this agreement upon thirty (30) days written notice. The parties hereby acknowledge FWF also reserves the right to renegotiate, adjust, suspend, or cease funding to the Agency in the event of a violation of obligations by the Agency set out herein; or in the event of a shortfall in FWF's anticipated revenue or other financial hardship. FWF also reserves the right to renegotiate, adjust, suspend, or cease funding to the Agency in the event the approved goals, outcomes, and/or overall program become unachievable, and an alternative cannot be supported.

The undersigned acknowledges that Exhibit "B" State of Florida PUR 1000 General Contract Conditions was provided with further instructions, guidelines and expectations. Should there be any discrepancies between this Contract or Exhibit B, Exhibit B will take precedence.

In signing this agreement, the Agency certifies that to the best of its knowledge, it is in compliance with all federal, state, and local government regulations pertaining to its operations, and is currently eligible to receive tax deductible contributions in accordance with IRS regulations. In the event the Agency determines or is notified that it is not in compliance with federal, state, or local government regulations, or is no longer eligible to receive tax deductible contributions under IRS guidelines, the Agency will notify

UWEC of said non-compliance immediately and FWF reserves the right to renegotiate, adjust, suspend, or cease funding to the Agency.

This Memorandum of Understanding, upon its approval by both FWF and the Agency, shall supersede any previous Agency agreements executed between FWF and the Agency.

The term of this agreement, unless terminated earlier, in accordance with the conditions of this agreement will be from **DATE to DATE**.

ORGANIZATION NAME:

Date: _____

Print Name: _____ Signature: _____

CEO or Executive Director

CEO or Executive Director

FOREVER WARRIORS FOUNDATION:

Date: _____

Print Name: _____ Signature: _____

Board Member

Board Member

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

| <u>Customer Indicator</u> (Required, N/A, Determined by Vendor) | <u>Vendor Indicator</u> (Certified, N/A) | <u>Certification</u> |
|---|--|--|
| Choose an item. | Choose an item. | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration’s “Quarterly List of Scrutinized Companies that Boycott Israel,” available at https://www.sbafla.com/governance/global-governance-mandates/ |
| Choose an item. | Choose an item. | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, “Scrutinized List of Prohibited Companies”); does not have business operations in Cuba or Syria; and is not on the State Board of Administration’s “Scrutinized List of Prohibited Companies” available under the quarterly reports section at https://www.sbafla.com/reporting/ |
| Choose an item. | Choose an item. | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor’s ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates’ ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor’s ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p> |
| Choose an item. | Choose an item. | If the contract grants the vendor access to an individual’s personal identifying information, the vendor is not prohibited from entering |

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| | | into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto. |
| Choose an item. | Choose an item. | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto. |
| Choose an item. | Choose an item. | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S. |
| Choose an item. | Choose an item. | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S. |
| Choose an item. | Choose an item. | If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. |

[the Customer may add rows to this table for additional certifications required by law or rule]

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

| | | |
|------|-----------------------|------|
| | | |
| Name | Signature | Date |
| | | |
| FEIN | Typed or Printed Name | |
| | | |
| | Title | |