

Lee County Board of County
Commissioners

P.O. Box 398, Fort Myers, FL 33902

Contact: RKantor@leegov.com

(239) 533-2305



Grants Locator

SUBSCRIPTION
PACKET

eCivis GRANTS LOCATOR

SUBSCRIPTION PACKET INSTRUCTIONS

1. To participate in the program, a Community-Based Organization must meet **ALL** of the following criteria:
 - have an office located within Lee County
 - offer services that directly benefit the residents of Lee County
 - offer services on a non-discriminatory basis
 - comply with all federal non-discrimination laws
 - be organized under the IRS Code section 501C (Not limited to 501c.3 Corporations, any 501c designation in the IRS code may be eligible).
2. Provide a contact name in the space provided in Section **9** of the Memorandum of Understanding (Page **4** of this packet).
3. A corporate officer must sign the Memorandum of Understanding (page **5** of this packet).
4. Include your tax-exempt number on the signature page. (page **5** of this packet).
5. Provide the information concerning Logins requested on **Attachment C** (page **10** of this packet)

For additional information and to return the signed Memorandum of Understanding:

Reginald Kantor, Lee County Principal Management Analyst
PO BOX 398 Fort Myers, Florida 33902
RKantor@leegov.com (239) 533-2305 Office, 485-2007 Fax

6. A copy of the fully executed agreement will be returned to you for your records
7. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.
8. User Logins and initial passwords are sent by email to each individual
9. eCivis offers online training on *Grants Locator*. To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the no-cost training. Detailed information on accessing the online training will be provided after the user ID is assigned.

MEMORANDUM OF UNDERSTANDING
ECivis Grant Locator Access

This memorandum of understanding entered in to this _____ day of _____, 200__ between Lee County, a political subdivision of the State of Florida, and Charter County, hereinafter referred to as the “COUNTY” and _____, hereinafter referred to as the “SUBSCRIBER”

WHEREAS, The COUNTY wishes to offer *eCivis Grants Locator*, including terms and conditions described within this Subscription Agreement to 501c__ Community Based Organizations within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory warrants that they:

- 1) have an office located within Lee County
- 2) offer services that directly benefit the residents of Lee County
- 3) offer services on a non-discriminatory basis.
- 4) comply with all federal non-discrimination laws
- 5) are organized under the IRS Code section 501C

And agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. (A WRITTEN AGREEMENT WITH eCIVIS IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER).
2. Agree to and abide by all requirements within the eCivis Subscription Agreement Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator*, and as described in Attachment B.
4. Provide contact information for all employees designated as users.
5. Receive Usernames and passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Memorandum of Understanding and *eCivis Grants Locator* terms and conditions, assuming any changes do not incur any financial cost for the Community Based Organization.

7. Understand that User Id's and passwords may only be used by the individual(s) listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Lee County and are in accordance with this agreement.
8. Abide by the requirements that it's employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person.
9. LEE COUNTY grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
 1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
 2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, the COUNTY reserves the right to terminate this agreement

10. Notify the COUNTY within two (2) weeks when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice

The COUNTY and the SUBSCRIBER understand and agree to the following:

1. That the contact list may from time-to-time be updated, and names added or deleted by mutual written consent of the respective Principal Contacts, without the need to formally amend this agreement. The Principal Contacts are:

For the COUNTY

Reginald Kantor, Principal Management Analyst
(239)533-2305

For the SUBSCRIBER

2. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
3. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings by the parties.

In witness thereof, the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

LEE COUNTY,

Office of Budget Services

ATTEST:

SUBSCRIBER,

By: _____

Print: _____

Title: _____

Date: _____

Tax ID Number: _____

Witness:

By: _____

Approved As To Legal Form
And Sufficiency

By: _____

Office of the Lee County Attorney

ATTACHMENT A

This Agreement provides for eCivis to grant access to Lee County Access Holders, on a password-restricted basis, through the Internet:

TERMS AND CONDITIONS

1. **General.** “You” means the single end-user organization executing this Agreement.

“Access Holder” means each individual that is an employee of your organization or an approved Community Based Organization employee that uses *Grants Locator*.

“Grants Locator” means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.

1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization except approved Community Based Organizations. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

8. **Proprietary Protection.** eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*.
9. **Indemnification.** If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.
10. **Limitations.** eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the Grants Locator is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.
- You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.
11. **Default.** Should you fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.
12. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.
13. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

***** End of Terms and Conditions *****

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by *Grants Locator*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

County
Each Community Based Group.
Cumulative for all Community based groups
Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above
Includes those grants that the organization or agency felt warranted a “second look”.

INFORMATION THAT REQUIRES USER INPUT IN THE “NOTES” FIELD in eCIVIS GRANTS LOCATOR

GRANTS CONSIDERED and GRANTS APPLIED FOR

Report is broken down by groups as listed above.
This category is defined by those grants that get a “second look” and that are being actively considered as a possibility for application.

USERS should record the following information in the “NOTES” field, including the date the information was entered

- Name of Agency/Organization referred to (if other than Users organization)
- Action taken (applied for (see below) deferred, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, limited staff, etc.)
- Date award decision will be announced.
- Amount applied for
- Partnerships (joint applications/letters of support)

GRANTS AWARDED/DENIED

Report is broken down by groups as listed above.
This category is defined by those grants that get a “second look” and that are being actively considered as a possibility for application.

USERS should record the following information in the “NOTES” field, including the date the information was entered

- Date of denial
- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

Users are responsible for entering/amending data on a regular basis as conditions change. Lee County will run reports on a monthly basis and utilize the information in assessing whether to continue the subscription agreement with eCivis.

ATTACHMENT C

ECivis GRANTS LOCATOR
SIGN-UP SHEET

PLEASE TYPE/PRINT ALL INFORMATION

SUBSCRIBER _____
Name of Organization

SUBSCRIBER PRINCIPAL CONTACT

ADDRESS

PHONE

EMAIL

HTTP://_____
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT

NAME	TITLE/POSITION	EMAIL AND TELEPHONE #
1		
2		
3		
4		
5		