

MEMORANDUM OF UNDERSTANDING
ECivis Grant Locator Access

This memorandum of understanding is an agreement between you, the participating organization and Lee County.

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.
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.

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.