



Grant Network



Alachua County
Board of County Commissioners

P.O. Box 2877, Gainesville, FL 32607

Contact: jdj@alachuacounty.us

352-338-7392



Grants Network

SUBSCRIPTION PACKET

SUBSCRIPTION PACKET INSTRUCTIONS
eCivis GRANTS NETWORK (Formerly Grants Locator)

COMMUNITY BASED ORGANIZATIONS

1. Please see Attachment “D” to make sure you qualify.
2. Provide a contact name in the space provided in Section 11 of the Memorandum of Understanding (Page 4 of this packet).
3. Please include the organizations tax-exempt number on the signature page. (page 5 of this packet).
4. A corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided
5. Sign and witness/attest Attachment D (page 16 of the packet)

ADVISORY BOARD MEMBERS

1. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.
2. For appointed members of a County Advisory Board or Commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E. (Page 17)

MUNICIPALITIES AND OTHER PUBLIC AGENCIES

1. Sign and attest the Memorandum of Understanding (Page 5 of this packet)
2. Sign the appropriate block of Amendment A to Agreement between Alachua County and eCivis LLC. (Pages 12 and 13 of this packet).

ALL SUBSCRIBERS

1. Provide a list of user names (Attachment C). An email is required for access.
2. For additional information and to return the signed Memorandum of Understanding:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
ATTN: John Johnson, Grants/Contracts Administrator
jdj@alachuacounty.us 352.338.7392(Office) 352.338.7362 (Fax)

3. A copy of the fully executed agreement will be returned to you for your records
4. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.
5. User Logins and initial passwords are sent by email to each individual from eCivis.
6. The County periodically offers training on *Grants Network*. To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Subscribers will be notified of training opportunities

MEMORANDUM OF UNDERSTANDING
Grant Network Access

This memorandum of understanding entered in to this _____ day of _____, 200__ between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “COUNTY” and _____, hereinafter referred to as “SUBSCRIBER”

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities 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:

TERM: 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 understands 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 Network*, 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 IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the 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 Network*, including but not limited to those collected by *Grant Network*, and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, 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 Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner 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.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson Grants/Contracts Administrator

For the SUBSCRIBER

12. 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.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. 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 whereof 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.

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular
meeting on September 23, 2003

SUBSCRIBER

By: _____

Print: _____

Title: _____

Date: _____

Tax ID Number: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Original Agreement with eCivis LLC and County



SUBSCRIPTION AGREEMENT
Between

eCivis.com LLC, a Delaware limited liability company (“eCivis”)

Date **8-29-2003**
Contract No. **20063**

Address: 150 E. Colorado Boulevard, Suite 215

Pasadena, CA 91105

Phone: (877) 232-4847

Principal Contact: **Amy Driver**

Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**

Office of Mgmt. And Budget

105 SE 1st Avenue

Gainesville, FL 32607

Phone: **(352) 374-5204**

Principal Contact and Master Access Holder: **John Johnson, Grants Contract Adminsitrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees (“Fees”):

Grants Network software and databases: Federal, Florida, and Foundation Version

- **\$46,500 for Unlimited Access Holders (This reflects a 15% Manager’s Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003.))**
- **Term:** September 1, 2003 to September 30, 2004 (the “Termination Date”)
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County

Community Based Organizations within the County

City of Alachua

City of Archer

City of Hawthorne

City of High Springs

City of Lacrosse

City of Micanopy

City of Newberry

City of Waldo

City of Gainesville

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A
Original Agreement with eCivis LLC and County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

County of Alachua, FL

By: _____

By: _____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

Print Name

Print Title

Date

ATTACHMENT A
Original Agreement with eCivis LLC and County

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 that uses *Grants Network*.

“Grants Network” means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Network* 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 Network* through the Internet.

2. To create printouts, download and store in electronic form, and re-purpose *Grants Network* 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 Network* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Network*, 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 Network*. 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 Network* 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 Network*. 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 Network*.

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

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act©) and the Alachua County Prompt Payment Procedure. (Available at <http://www.co.alachua.fl.us/> and on file with eCivis as printed on date of signing.)

8. **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.

ATTACHMENT A

Original Agreement with eCivis LLC and County

9. Proprietary Protection. eCivis is the sole owner of Grants Network and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Network. You agree not to remove any copyright notices from printouts of *Grants Network*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Network* or your use of *Grants Network* 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.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Network*. 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 Network* 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 Network* will result in any grant acquisition. You acknowledge that *Grants Network* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Network* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or 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.

ATTACHMENT A

Original Agreement with eCivis LLC and County

13. 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.

14. Governing Law. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

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

ATTACHMENT A
Amendment A to eCivis Agreement

Amendment A
Municipal and Agency Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities and certain public agencies within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality or agency, the signatory agrees the municipality or agency and all of its employees will:

- Incur no cost to their municipality or agency for the services described herein, including, but not limited to, full access to *Grants Network*, initial training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality or agency not described in Terms & Conditions. **A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.**)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By: _____

Print Name

Print Title

Date

City of Hawthorne

By: _____

Print Name

Print Title

City of Archer

By: _____

Print Name

Print Title

Date

City of High Springs

By: _____

Print Name

Print Title

ATTACHMENT A
Amendment A to eCivis Agreement

Date

City of Lacrosse

By:_____

Print Name

Print Title

Date

City of Newberry

By:_____

Print Name

Print Title

Date

City of Gainesville

By:_____

Print Name

Print Title

Date

Date

City of Micanopy

By:_____

Print Name

Print Title

Date

City of Waldo

By:_____

Print Name

Print Title

Date

School Board of Alachua County

By:_____

Print Name

Print Title

Date

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 eCivis *Grants Network*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

- County
- Each Participating Municipality or agency
- Each Community Based Group
- Cumulative for all Municipalities
- Cumulative for all Community based groups
- Cumulative for all Groups

GRANTS SAVED

Report is broken down by groups as listed above

INFORMATION THAT REQUIRES USER INPUT IN THE “NOTES” FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

- A. Report is broken down by groups as listed above.
- B. 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 this information in the “NOTES” field, including the date the information was entered
 - Name of Agency/Organization referred to (if other than Users organization) and Date
 - Action taken (applied for (see below) deferred, decided not to apply)
 - If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
 - Date award decision will be announced.
 - Amount applied for
 - Partnerships (joint applications/letters of support) - list

ATTACHMENT B

GRANTS AWARDED/DENIED

- A. Report is broken down by groups as listed above.
- B. 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 this information in the “NOTES” field, including the date the information was entered
 - Awarded or Denied
 - If awarded, expected date of award and period covered
 - Amount awarded

ATTACHMENT C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for _____
Name of Organization or Affiliation

NAME

ADDRESS

PHONE

EMAIL

HTTP://_____
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT NEATLY

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

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

ATTACHMENT D
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS NETWORK* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS NETWORK COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

- 1) Have an office located within Alachua County
- 2) Offer services that directly benefit the residents of Alachua 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

ALACHUA COUNTY

Suzanne Gable, CPA, Director
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: _____

Title: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS NETWORK* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS

GRANTS NETWORK ADVISORY BOARD GUIDELINES

The Subscriber warrants that they:

- 1). Are currently an appointed member of a County advisory Board or Commission
- 2). Will use *Grants Network* for the benefit of the citizens of Alachua County

ALACHUA COUNTY

 Suzanne Gable
 Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney and accepted by the Board of
County Commissioners at their regular meeting
on September 23, 2003

SUBSCRIBER

By: _____

Print: _____

Advisory Board/Commission Name

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____