CONTRACT NO.

**FUNDING AGREEMENT**

**<Insert Recipient and Project Name, if Applicable>**

THIS FUNDING AGREEMENT (“**Agreement**”) is made as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (“**City**”) and **<RECIPIENT NAME>**, an Ohio <Entity Type>, the address of which is <Street Address, City, State Zip>(“**Recipient**”).

**Recitals**:

1. The City desires to provide funding (the “Leveraged Support”) to support Recipient’s work in the community as described herein and to enable the Recipient to leverage that support for additional funding opportunities, where available.
2. The City and Recipient desire to enter into this Agreement to memorialize the terms and conditions with respect to the Leveraged Support.
3. The goal of the Services is to <\_\_\_\_\_\_\_>].
4. The Leveraged Support will be paid for with City of Cincinnati General Funds.
5. Funding for this Agreement was authorized by Ordinance No. <20\_\_-\_\_\_>, passed by City Council on <Date>, for the purpose of providing operational funding for the period July 1, 20<\_\_> through June 30, 20<\_\_>.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. **FUNDED SERVICES.** Subject to the terms of this Agreement, Recipient shall, in a satisfactory and proper manner as determined by the City Manager of the City, utilize the Leveraged Support in furtherance of the programming and services more fully described in Exhibit A (*Program Services*) (“**Services**”) attached hereto. Recipient does hereby acknowledge and agree that the Services to be performed under this Agreement, and the corresponding Leveraged Support provided by the City to effect the same, shall be provided and expended only within the corporate boundaries of the City of Cincinnati. Recipient shall use its best efforts to ensure that the Services are provided only to residents of the City of Cincinnati, and that to the extent personal information is collected by the Recipient regarding specific beneficiaries of the Services provided hereunder, and such information reveals the beneficiary to not be a resident of the City of Cincinnati, the City reserves the right to refuse payment to or demand repayment from the Recipient under the terms of this Agreement for the provision of such Services. To the extent that the terms of Exhibit A may contradict the foregoing in any manner, the provisions of this section shall be controlling.
2. **TERM.** This Agreement shall be effective on the Effective Date and shall terminate on June 30, 20<\_\_\_> (the “**Term**”), unless this Agreement is sooner terminated as herein provided, *provided that* Recipient and the City acknowledge that Recipient has certain reporting requirements as documented on Exhibit A and Sections 6, 14, and 15 that extend past the Term and Recipient shall perform those obligations after the Term.
3. **FUNDS.** Subject to the terms and conditions of this Agreement, the City shall pay to the Recipient Leveraged Support for provision of the Services an amount not to exceed the sum of $<Dollar Amount> (the “**Funds**”) and to be utilized in accordance with the itemized amounts set forth on Exhibit B (*Budget*) attached hereto. The City shall disburse the Funds to Recipient in accordance with Section 8, and Recipient agrees to accept such amounts as support for the provision of the Services. Recipient shall use the Funds solely for expenses itemized on Exhibit B and for no other purpose.
4. **NOTICES.** All notices shall be personally delivered or sent by U.S. mail addressed to the parties as follows, with an electronic copy emailed to the email address listed below, or addressed in such other way in respect to either party as that party may from time to time designate. Recipient shall promptly notify the City of any change of address. If Recipient sends a notice to the City that the City is in default under this Agreement, Recipient shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

|  |  |
| --- | --- |
| To the City:  [Department ***OR*** Office] of <\_\_\_\_\_>  City of Cincinnati  <Address>  Cincinnati, Ohio 45202  Attention: <Name of Person for Section 7 Authorizations>  <Email>] | To Recipient:  <Entity Name>  <Address>  <City, State Zip>  Attention: <Name of Person for Section 7 Authorizations>  <Email> |

1. **UNILATERAL AMENDMENT BY THE CITY.** All other provisions of this Agreement notwithstanding, the City reserves the right to unilaterally amend this Agreement, including, without limitation, the addition of Key Performance Measures, the addition of detailed reporting requirements, and modification of budget by, for example, retaining a percentage of the award amount as an administrative fee for administering this Agreement. Upon such unilateral amendment by the City, the City shall provide the Recipient with an amendment document which details any City-required changes to this Agreement. Upon receipt, the Recipient shall execute such amendment and return the same to the City no later than 15 days following Recipient’s electronic receipt of the amendment. If the Recipient does not agree to the terms of the amendment, or if the City otherwise does not receive the executed amendment back from the Recipient within 15 days of the Recipient’s electronic receipt of the same, then the City may terminate this Agreement, effective immediately upon provision by the City of written notice to Recipient of such termination.
2. **DATA REPORTING METRICS.** In consideration of the Leveraged Support and in furtherance of the City’s Data Collection Mission (as defined in Exhibit C), Recipient shall track and record data to provide the data metric reporting set forth in Exhibit C *(Reporting Metrics).* Recipient shall maintain the underlying data summarized in the Reporting Metrics for the period provided in Section 14 herein. Recipient shall provide the underlying data to the City upon request.
3. **AUTHORIZATIONS.** All notices, approvals, authorizations, waivers, instructions, or determinations by the City shall be effective only when written and signed by the individual identified to receive notice for the City in Section 4 above or his or her designee.
4. **METHOD AND CONDITIONS OF PAYMENT.**
5. **Method of Payment.** The City shall pay the Funds to Recipient for the Services for which vouchers and similar documentation to support payment are maintained by Recipient under procedures approved by the City.
6. **As Authorized Under Program Services and Budget.** Funds shall be disbursed by Recipient only as authorized under the provisions of Exhibit A and Exhibit B hereto.
7. **Conditions of Disbursement.** The City shall make disbursements on a reimbursement basis for Services actually performed, with disbursements occurring no more frequently than once per month. All requests for reimbursement shall be submitted by Recipient to the City no later than the date that is 30 days after the expiration or termination of this Agreement. The City shall make the disbursement only when Recipient meets all of the following conditions:
   1. Submission of requisition for payment to the City on Form 37, “Claim Voucher/Invoice,” or such other form as may be provided by the City.
   2. Recipient shall provide the [Office ***OR*** Department] of <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> with documentation or other proof of nonprofit or tax-exempt status, including IRS Sec. 501(c)(3) determination letters or other documentation acceptable to the City. The documentation shall be provided by and signed by the Chief Executive Officer or President of the board or commission that administers the corporation’s business. The documentation shall include the name of Recipient’s Chief Financial Officer or equivalent position.
   3. Any Leveraged Support payments by the City to Recipient made pursuant to this Agreement, including any periodic installment payments, shall be contingent upon the actual provision of the Services preceding the submission of the requisition form. The requisition form shall be accompanied by such other information and supporting documentation as the City may require and deem satisfactory to the City, in its sole discretion, indicating expenses incurred and payments made, including, without limitation, documentation such as payroll records, invoices, time sheets indicating hours worked, contracts, receipts, canceled checks, carbons of checks or check registers, and corresponding bank statements or reasonable facsimiles thereof.
   4. The requisition form for Leveraged Support payment also shall be accompanied by any Reporting Metrics that may be due as specified in Exhibit C.
   5. **Compensation for employees hired under this Agreement, including wages, salaries, and supplementary benefits, shall not exceed compensation paid for similar work by City employees or similar work performed in the labor market. Leveraged Support payments shall be subject to adjustment by the City if, in the sole judgment of the City, these levels are exceeded.**
   6. Funds disbursed by the City to Recipient shall not be used to advance funds to any individual or other organization.
   7. No payment shall be made for items designated as ineligible costs.
8. **Prohibition Against Paying For Any Service Rendered or Expense Incurred Prior To JULY 1, 20<\_\_>.** The compensation provided for by this Agreement may only be disbursed for Services rendered or expenses incurred on or after July 1, 20<\_\_>. No Funds shall be spent for any service rendered or expense incurred prior to that date.
9. **INDEPENDENT Contractor.** Recipient shall perform all Services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Recipient shall have exclusive control of and the exclusive right to control the details of the Services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Recipient. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.
10. **DIRECT PROVISION OF SERVICES, SUCCESSORS, AND ASSIGNS.**
11. **DIRECT PROVISION OF SERVICES.** Recipient agrees that it shall directly provide the Services and shall not engage another person, entity, or organization (“**Person**”) to provide the Services without the prior written approval of the City. To the extent the City permits Recipient to engage another Person to provide any portion of the Services, Recipient shall engage such Person by written contract or agreement that specifies that portion of the Services to be provided by such Person and further specifies said agreement shall be subject to each provision of this Agreement. In the event Recipient engages a Person to perform any portion of the Services without first securing the City’s written approval, the City shall have the right to stop Leveraged Support payment to the Recipient or withhold any of the Funds due to Recipient until such Person is approved by the City.
12. **Assignment.**  Recipient shall not assign or transfer its interest in this Agreement without the prior written consent of the City.
13. **RECIPIENT'S INSURANCE AND INDEMNIFICATION.**
14. **Workers’ Compensation.** Recipient shall secure and maintain such insurance as will protect Recipient from claims under the Workers’ Compensation Laws.
15. **General Liability Insurance.** Recipient shall secure and maintain such commercial general liability insurance as will protect Recipient from claims for bodily injury, death or property damage which may arise from the performance of Recipient's services under this Agreement, with a combined single limit for bodily injury and property damage liability of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Recipient’s insurance policy shall name the City as an additional named insured and shall contain a provision prohibiting the insurer from canceling the policy without notifying the City in writing at least 90 days prior to cancellation. Within 10 days following execution of this Agreement, Recipient shall send proof of all such insurance to the City at the address specified above or such other address as may be specified by the City in writing from time to time.
16. **Indemnification of the City.** Recipient shall indemnify, defend, and save City, its agents, and employees harmless from and against any and all losses, damages, claims, causes of action, settlements, costs, charges, professional fees, and liability of every kind and character arising out of or relating to the actions or inactions by Recipient, its officers, employees, agents, contractors, and subcontractors in connection with this Agreement. Further, Recipient shall protect and save the City harm­less from any and all obligations to reimburse any government entity for disallowed costs paid by the City to Recipient.
17. **COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS.**
18. **Generally.**  Recipient in the performance of the Services shall obtain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements applicable to the Services, including any and all applicable rules, orders, guidelines, laws, regulations, and binding directives issued by the federal government, the State of Ohio, and/or the City pertaining to COVID-19.
19. **Compliance with Ohio Revised Code Section 149.431.** If Recipient is a non-profit corporation, it shall comply with Section 149.431 of the Ohio Revised Code, which provides: “Any non-profit corporation or association that enters into a contract with a political subdivision shall keep accurate and complete financial records of any moneys expended in relation to the performance of the services pursuant to such contract. Such contract and financial records are deemed to be public records.**”**
20. **Equal Employment Opportunity Program.** This Agreement is subject to the City’s Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.
21. **Minimum Wage.** This Agreement is subject to the provisions of Ohio Revised Code Section 4111.02 relating to minimum wage.
22. **Living Wage.** This Agreement is subject to the Living Wage provisions of Chapter 317 of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted all employers (as defined) under service contracts Recipient shall provide payment of a minimum wage to employees (as defined) at the applicable rates set forth in the code. Such rates shall be adjusted annually pursuant to the terms of the Code.
23. **Prompt Payment.** This Agreement may be subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System.”
24. **Small Business Enterprise Program**. This Agreement may be subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144. Recipient shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small business enterprises, including small business enterprises owned by minorities and women. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into small contracts when economically feasible.
25. **Conflict of Interest.** Recipient agrees to report to the City any potential conflicts of interest under any applicable laws before entering into this Agreement and agrees to report to the City any potential conflicts of interest that Recipient discovers at any time during the Term.
    1. ***Employee or Agent of City.*** Recipient agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Recipient or in this Agreement, and Recipient shall take appropriate steps to assure compliance.
    2. ***Subcontractors*.** Recipient shall not contract with any subcontractors in which it has any personal financial interest, direct or indirect. Recipient covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.
26. **Wage Enforcement**. This Agreement is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the City, or a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.
27. **Americans With Disabilities Act; Accessibility.**
    1. ***Applicability.*** This section may be applicable if any of the Funds are used for costs associated with construction or rehabilitation of real property (such construction or rehabilitation being a “**Project**”). Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). The Accessibility Motion directs City administration to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
    2. ***Requirement*.**If this section is applicable per paragraph (J)(i) above, then (a) the Project shall comply with the ADA, and (b) if (1) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (2) such building is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Recipient shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “Contractual Minimum Accessibility Requirements” means that a building shall, at a minimum, include (x) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (y) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.
28. **REPORTS, INFORMATION, AND AUDITS.**
29. **Submission of Reports.** In such form as the City may require, Recipient shall collect, maintain, and furnish to the City data, information, and reports as may be requested that pertain to the work or services undertaken by this Agreement, the costs and obligations incurred or to be incurred in connection therewith, financial or operational controls, and/or any other matters covered by this Agreement, including without limitation, such accounting, financial, administrative, and operational statements and reports as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency. If requested by the City, financial statements furnished by Recipient shall be audited.
30. **Record Retention.** Recipient shall, throughout the Term of this Agreement and for a minimum of 3 years after the expiration or termination of this Agreement, keep and retain all accounting, financial, administrative, and operational statements and records, including the underlying data for any summary reports and Reporting Metrics, pertaining to all matters covered by this Agreement.
31. **Access/Right to Inspect and Audit.** Upon request during the Term of this Agreement and for a period of 3 years after the expiration or termination of this Agreement, Recipient shall permit the City or any designee or auditor to have access to and to inspect and audit all such accounting, financial, administrative and operational books, records, and statements of Recipient that relate or pertain to this Agreement or as necessary for the City to ensure that federal awards and funds are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance expectations and goals are achieved.
32. **SPECIAL REPORTING REQUIREMENTS.**

1. **Monthly Expense Reports.** Within 15 days following the end of each calendar month during the Term, Recipient shall provide the City with a monthly report describing the Services performed, expenses incurred, and payments made during the month that just ended and containing such other information and supporting documentation as the City may require.
2. **Participation in Status Meetings.** Recipient shall participate in meetings providing updates to the City related to Recipient’s performance of this Agreement as reasonably requested by the City.
3. **Final Report.** Within 30 days following the end of the Term, Recipient shall provide the City with a final report describing the Services performed, expenses incurred, and payments made during the Term and containing such other information and supporting documentation as the City may require. If the actual expenses incurred by the Recipient during the Term are *less* than the amount of the Funds, Recipient’s final report shall be accompanied by a payment in an amount equal to the unused Funds.

1. **Data Metrics Reporting**. Recipient shall submit the Reporting Metrics in the form and with the frequency specified in Exhibit C. Recipient’s responsiveness to all data metrics and other reporting requirements, including but not limited to the Reporting Metrics (particularly as related to the report due not later than January 31, 20<\_\_>), and the substance of Recipient’s responses are factors that will be taken into consideration by the City in making leveraged funding decisions for FY<\_\_>.
2. **CERTIFICATION AS TO NON-DEBARMENT.** Recipient certifies that neither Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the transaction covered by this Agreement. Recipient acknowledges and agrees that if it or its principals are presently debarred, it shall not be entitled to payment under this Agreement and it shall promptly return to the City any and all funds received pursuant to this Agreement. In such event, any and all materials received by the City pursuant to this Agreement shall be retained by the City.
3. **NON-PERFORMANCE AND TERMINATION.**
4. If, through any cause, Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Recipient shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Recipient specifying the effective date of the termination, at least 5 days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by Recipient under this Agreement shall, at the option of the City, become the City's property, and Recipient shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination. Recipient shall reimburse the City for all costs incurred by the City as a result of Recipient’s breach of this Agreement.
5. Any periodic payments from the City specified in this Agreement shall be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. Failure to satisfactorily meet any one of the obligations of Recipient hereunder may result in the City not approving periodic payments to Recipient and/or filing liens as may be necessary against Recipient's assets or future assets, until Recipient satisfactorily fulfills its obligations under this Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies in connection with damages the City may have suffered by reason of Recipient's default under this Agreement until all or part of the City's prior payments have been recouped as the City deems appropriate but not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with Recipient either directly or indirectly.
6. If Recipient terminates this Agreement, the City shall not be required to provide payment to Recipient for Services not fully completed.
7. In addition to the other termination rights of the City hereunder, the City may terminate this Agreement at any time for any reason upon 14 days written notice to Recipient. In the event of a termination pursuant to this Section, Recipient will be paid or entitled to retain payments previously made for expenses outlined in Exhibit B and incurred in the provision of the Services prior to the effectiveness of the termination, subject to City’s review of those expenses at City’s discretion; *provided however,* Recipient shall not undertake the provision of any new Services or the performance of any additional work hereunder following receipt of the termination notice delivered pursuant to this Section, and Recipient shall wind down any of the Services that are dependent upon the Leveraged Support. For the avoidance of doubt, any Services

Recipient is able to continue with available funding other than the Leveraged Support may continue, but Recipient may not seek reimbursement of expenses incurred for Services rendered after receiving notice of termination.

1. **OWNERSHIP OF PROPERTY.** Upon the expiration or termination of this Agreement, any and all memoranda, maps, drawings, working papers, reports, and other similar documents produced in connection with this Agreement shall become the property of the City and Recipient shall promptly deliver such items to the City. Recipient may retain copies for Recipient's records.
2. **OUTSIDE CONTRACTS.** Recipient may contract with other public and private organizations and secure donations to provide services, except that Funds shall be used solely for the Services. Recipient shall notify the City within 7 working days after the execution of any such agreement. Recipient shall keep records of the receipts and expenditures that result from such outside funds. Said records shall be in the same form as for the Funds provided hereunder. The City shall have the right to inspect said records at any time during reasonable business hours.
3. **NON-EXCLUSIVE AGREEMENT.** This is a non-exclusive Agreement. The City may procure the same or other similar Services from other Recipients at any time during the Term of this Agreement.
4. **CITY IDENTIFICATION IN MARKETING ACTIVITIES.** Recipient shall identify the City as a sponsor of activities undertaken pursuant to the terms of this Agreement on any and all stationery, informational releases, pamphlets, and brochures; and publicity, including that appearing on television or cable television, on the radio or in the press.
5. **GOVERNING LAW.** This Agreement is entered into and is to be performed in the State of Ohio. The City and Recipient agree that the laws of the State of Ohio and City of Cincinnati shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Recipient agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to all disputes arising under the Agreement.
6. **WAIVER.** This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
7. **ENTIRETY.** This Agreement and the exhibits and attachments, if any, hereto constitute the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
8. **SEVERABILITY.** This Agreement shall be severable, and if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
9. **AMENDMENT.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
10. **REVERSION OF ASSETS.** Upon the expiration or termination of this Agreement, Recipient shall transfer to the City any and all unused Funds previously received from the City and any and all accounts receivable attributable to the use of Funds received from the City.
11. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.
12. **EXHIBITS.** The following attachments are hereby incorporated into and made a part of this Agreement:

Exhibit A **-** *Program Services*

Exhibit B - *Budget*

Exhibit C - *Reporting Metrics*

Signature Page Follows.

Executed by the entities below on the dates indicated below their signatures, effective as of the later of such dates (the “**Effective Date**”).

**City of Cincinnati <RECIPIENT NAME>**

By: By:

Sheryl M. M. Long, City Manager

Name:

Title:

Date: , 20<\_\_>

Date: , 20<\_\_>

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFICATION OF FUNDS:

Certified Date:

Fund/Code:

Amount:

By:

Karen Alder, City Finance Director

**Exhibit a**

**Program SERVICES**

[TO BE ATTACHED]

**Exhibit B**

**Budget**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **City Funds** | **Non-City Funds** | **Total** |
| 1. **Personnel Costs** | | | |
| 1. **Salary** (From Line 1 of Schedule I) | $ | $ | $ |
| 1. **Fringe Benefits** (From Line 2 of Schedule I) | $ | $ | $ |
| **SUBTOTAL PERSONNEL COSTS** (From Line 3 of Schedule I) | **$** | **$** | **$** |
| 1. **Non-Personnel Costs** | | | |
| * 1. **Contractual Services**   (List subcontractors and identify types of services provided; also, provide a copy of the contract/agreement with each subcontractor.) | | | |
| **Subcontractor 1:** | $ | $ | $ |
| **Subcontractor 2:** | $ | $ | $ |
| **Subcontractor 3:** | $ | $ | $ |
| **Subcontractor 4:** | $ | $ | $ |
| Add rows as needed |  |  |  |
| **SUBTOTAL CONTRACTUAL SERVICES** | **$** | **$** | **$** |
| * 1. **Travel** – Mileage only within the City of Cincinnati at a rate not to exceed the current City mileage reimbursement rate. | $ | $ | $ |
| * 1. **Space** – Rent, utilities, telephone, building insurance   (Excludes Cell Phones) | $ | $ | $ |
| * 1. **Consumable Office and Program Supplies**   (Excludes food and beverage costs) | $ | $ | $ |
| * 1. **Operational Expenses** – Public Liability and Fidelity Bond Insurance, Printing, Postage, etc. | $ | $ | $ |
| **SUBTOTAL NON-PERSONNEL COSTS** | **$** | **$** | **$** |
|  | | | |
| **TOTAL OPERATING COSTS** | $ | $ | $ |

**Note:** Equipment purchases such as computers, fax machines, office furniture, cellular telephones, beepers, and costs such as entertainment, food, flowers for sick employees, etc., are not eligible reimbursement expenses from the City. If you list a contractual agreement under Item II A for which reimbursement of expenses will be requested from the City, you must submit a copy of each contract agreement.

**EXHIBIT B: BUDGET – SUPPORTING COST SCHEDULE I – PERSONNEL COSTS**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Column A** | | **Column B** | **Column C** | **Column D** | **Column E** | **Column F** | **Column G** |
| **Position Title** | | **Annual**  **Salary \*** | **Hourly**  **Rate** | **Full-Time (FT)**  **or**  **Part-Time (PT) Status** | **No. of Calendar Months Worked Annually on Project** | **Percent (%) of Direct Time Spent on Project** | **Amount of Salary to be Reimbursed by City** |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | | $ | $ |  |  | % | $ |
|  | **Line 1 Subtotal** | | | | | | **$** |
|  | **Line 2 Total Fringe Benefit Amount to be Reimbursed by City** | | | | | | **$** |
|  | **Line 3 (Line 1 + Line 2 = Line 3) TOTAL PERSONNEL COSTS** | | | | | | **$** |

\* Provide Annualized Amount for Salaried and Non-Salaried Employees

**TOTAL SOURCES OF FUNDS (LEVERAGE)**

|  |  |
| --- | --- |
| Corporate | **$** |
| Hamilton County (Specify) – | **$** |
| Foundations | **$** |
| Direct Federal Grants | **$** |
| Fees for Program Participants | **$** |
| City of Cincinnati (Specify) GFO | **$** |
| United Way of Greater Cincinnati | **$** |
| State of Ohio | **$** |
| Other (Fundraising) | **$** |
| **Add rows as needed** |  |
| TOTAL | $ |

**Exhibit C**

**REPORTING METRICS**

The City is committed to using data and evidence for decision-making to seek to build stronger, safer, and healthier communities (the “Data Collection Mission”). In furtherance of the Data Collection Mission, Recipient shall provide reports to the City with the following data metrics:

1. **UNIVERSAL METRICS**
2. **Clients Served (Note to template: EITHER item 2 or item 3 of the table below will apply.)**

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| **Metric Description** |
| 1. Total number of clients/beneficiaries (individuals or businesses) receiving services funded in whole or in part by City of Cincinnati (“City”) FY<\_\_> Leveraged Support funds. |
| 2. Breakdown of clients/beneficiaries from line I.A.1 by City neighborhood of residence (for individuals) and by City neighborhood office location (for businesses). |
| 3. Breakdown of the clients/beneficiaries from line I.A.1 by the neighborhood location in which they were served. |

1. **Leverage of Funds**

For the Universal Metric “Leverage of Funds,”

* 1. A detailed description of the specific Program Services that could not be offered but for the Funds or the specific reductions in Program Services that would be necessary but for the Funds; and
  2. A detailed description of what other funds your organization will seek to sustain the program as you gain success.

1. Reports shall be submitted using the OnBase platform and shall be provided to the [Office ***OR*** Department] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ not later than the 31st day of January 20<\_\_ >for the period July 1, 20<\_\_> through December 31, 20<\_\_> and the 31st day of July 20<\_\_> for the period January 1, 20<\_\_> through June 30, 20<\_\_>.