



**Collier County  
Board of County Commissioners**

**eCivis Grants Network**

**Memorandum of Understanding  
For Community Based Organizations**

**Contact:**

**Marlene Foord  
Collier County Grant Coordinator  
Grant Coordination Office  
3301 Tamiami Trail East  
Naples, Florida 34112  
(239) 252-4768 / (239) 252-8720  
[marlenefoord@colliergov.net](mailto:marlenefoord@colliergov.net)**



If you represent a Community-Based Organization and meet all of the following requirements, you are eligible to sign up for the eCivis Grants Network subscription made available through the Collier County Board of County Commissioners:

1. Maintain an office within Collier County,
2. Offer services that directly benefit the residents of Collier County,
3. Offer services on a non-discriminatory basis and comply with all federal non-discrimination laws, and
4. Have active status under the IRS Code Section 501C (any 501C designation is eligible).

**Basic Understanding:**

1. *Collier County* agrees to make the subscription available to your Community-Based Organization for the years indicated in the MOU free of charge.
2. *Collier County* will monitor usage of the subscription by your Community-Based Organization.
3. Your *Community-Based Organization* will be required to cooperate with the County in monitoring usage and other statistics related to use of the subscription and will agree to provide information regarding successful grants resulting from such usage.
4. Your *Community-Based Organization* agrees to limit usage to official purposes and not for any personal reason.
5. Your *Community-Based Organization* agrees to ensure only employees or officers of your organization maintain access to the subscription and do not share passwords with any other individuals.

**Instructions:**

1. Review the Memorandum of Understanding (MOU).
2. Provide a contact name in the space provided in the MOU.
3. Have a corporate officer (or Executive Director) sign the MOU.
4. Include your tax-exempt identification number on the signature page of the MOU.
5. List each employee or officer who will use the subscription on Attachment C.
6. Send the signed original MOU to:

**Marlene Foord, Collier County Grant Coordinator  
3301 Tamiami Trail E, Bldg. D., Naples, Florida 34112**

A copy of the fully executed MOU will be returned to you for your records. eCivis will contact each user via email within a few days of full execution of the MOU with user login and password information. eCivis will provide online training for Grants Network. To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the free training. Information about the training will be provided after the user login and password information is provided.

Each user will be asked to participate in a feedback process throughout the term of the subscription. This will help Collier County determine whether it is a benefit to the community and if the subscription should be renewed. Renewal of access for each Community-Based Organization will only be provided if feedback is provided when requested.

## MEMORANDUM OF UNDERSTANDING

### eCivis Grants Network Subscription

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Collier County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and \_\_\_\_\_, hereinafter referred to as "COMMUNITY-BASED ORGANIZATION".

**WHEREAS**, the COUNTY has contracted with eCivis for Grants Network to provide Collier County employees with an opportunity to efficiently search for grant funding; and

**WHEREAS**, eCivis offers an additional service at an additional charge for subscribers who wish to provide access to COMMUNITY-BASED ORGANIZATIONS; and

**WHEREAS**, the COUNTY pays the additional charge to make the subscription available at no cost to eligible COMMUNITY-BASED ORGANIZATIONS within Collier County; and

**WHEREAS**, the COUNTY assumes the full cost of the service as long as the COMMUNITY-BASED ORGANIZATION abides and is guided by the terms and conditions included herein and attached hereto in Exhibit A.

Now therefore the parties agree as follows:

- 1) **Term.** This MOU shall begin on the date of execution by the COUNTY as indicated above and continue until the termination of the Subscription Agreement between the COUNTY and eCivis, or until terminated as provided herein, whichever shall occur first.
- 2) **Definitions.**
  - Community-Based Organization* – a not-for-profit organization established under the IRS Code 501C designation. Any 501C designation is eligible.
  - Access holder* – each individual who is an employee or officer of a Community-Based Organization provided access by eCivis.
  - Grants Network* – the then existing most current version of the online grants database.
- 3) **Services.** Services provided to the COMMUNITY-BASED ORGANIZATION by this MOU include all services available to the COUNTY as outlined in the eCivis Subscription Agreement, including online searchable database of federal, Florida and foundation grants, including application forms, standard forms, guidelines, instructions, and previously awarded applications, expert information on available funding, simplification of grant information, standardization of program information, personalized grant search agents, on-line training for every user, action plan development, project-related research, grant related news, and access to eCivis Client Services for assistance. Services are subject to change.
- 4) **Requirements of the COMMUNITY-BASED ORGANIZATION.** The signatory of the COMMUNITY-BASED ORGANIZATION warrants that it shall:
  - a) Maintain an office within Collier County,
  - b) Offer services that directly benefit the residents of Collier County,
  - c) Offer all such services on a non-discriminatory basis and comply with all the existing federal non-discrimination laws,
  - d) Have active status under the IRS Code Section 501C (any 501C designation is eligible),

- e) Not incur any cost nor charge any employee, officer or partner organization for the services described herein, unless services outside of the MOU are requested by the COMMUNITY-BASED ORGANIZATION of eCivis,
- f) Abide by all requirements within the Terms and Conditions (attached as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis,
- g) Cooperate with the COUNTY in monitoring usage and other statistics related to use of the subscription and will agree to provide information regarding successful grants resulting from such usage, including information collected by Grants Network, as described in Attachment B,
- h) Provide contact information for all employees designated as users on Attachment C,
- i) Accept all legal oversight, negotiation, or changes by the COUNTY to any further enhancements, renewal or extension of services, or other edits to this Memorandum of Understanding and the Terms and Conditions, to the extent that such changes do not incur any financial cost to the COMMUNITY-BASED ORGANIZATION,
- j) Use login and password information only by the individuals listed on Attachment C and only for purposes related to the service provided by the COMMUNITY-BASED ORGANIZATION for serving the residents of Collier County,
- k) Ensure that employees do not share user login or password information with another employee, officer of the COMMUNITY-BASED ORGANIZATION or other person,
- l) Notify the COUNTY within two (2) weeks when a user no longer acts on behalf of the COMMUNITY-BASED ORGANIZATION so the user login and password can be deactivated, and
- m) Understand that if the COMMUNITY-BASED ORGANIZATION participates in any unauthorized use of the Grants Network or the subscription provided by the COUNTY, access to the Grants Network will immediately be terminated and may jeopardize the overall subscription the COUNTY maintains with eCivis.

5) **Requirements of the COUNTY.** The COUNTY agrees to

- a) Provide on-line access to the COMMUNITY-BASED ORGANIZATION at no charge for the term of the MOU as identified in Section 1,
- b) Ensure the COMMUNITY-BASED ORGANIZATION receives user login and password information as well as all other services available from eCivis as outlined in this MOU,
- c) Provide notice to the COMMUNITY-BASED ORGANIZATION of any changes to the subscription,
- d) Notify the COMMUNITY-BASED ORGANIZATION of any onsite training opportunities related to eCivis; and
- e) Track usage of the program and compile information on grant awards generated as a result of using the subscription.

6) **Contact Information.** The contact information for either organization may change at any time as long as such information is provided in writing, without the need to formally amend this MOU. The Contacts are:

**For the COUNTY:**

Marlene Foord, Grants Coordinator  
Grant Coordination Office  
3301 Tamiami Trail East  
Naples, Florida 34112  
(239) 252-4768 / (239) 252-8720  
[marlenefoord@colliergov.net](mailto:marlenefoord@colliergov.net)

**For the COMMUNITY-BASED ORGANIZATION:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

- 7) **Termination.** This MOU may be terminated by either party with 48 hours notice upon written notification to the above listed contacts. The COUNTY may terminate this MOU without notice if it becomes credibly aware that the COMMUNITY-BASED ORGANIZATION or any employee or officer has violated any of the terms of the MOU.
- 8) **Modification.** This MOU may be modified from time to time by mutual written agreement of the parties.

This MOU, along with the attachments hereto, constitutes the entire understanding by the parties. In witness thereof, the parties have caused this MOU to be executed for the uses and purposes therein expressed on the day and year indicated on the first page.

**COLLIER COUNTY,**

**COMMUNITY-BASED ORGANIZATION,**

\_\_\_\_\_  
Grant Coordination Office

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Approved As To Form  
and Legal Sufficiency:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Tax ID Number

**Witnessed by:**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name:

# ATTACHMENT A

## TERMS AND CONDITIONS

### 1. **General.**

“You” means the single end-user organization, entity or individual executing this MOU.

“Access Holder” means each individual who is an employee of or officially works on behalf of your organization that uses Grants Network.

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

2. **License.** eCivis has granted Collier County and your organization, based on compliance with this MOU, a nonexclusive, nontransferable right and license:

- a) To permit each allowed Access Holder to access Grants Network through the Internet, and
- b) To reproduce, display, distribute, printout, and store information retrieved from Grants Network, whether in electronic or written form, only for internal use within your eligible organization in connection with your normal business activities.

You may not reproduce, distribute, store, modify, reuse, rent, sell, lease, sublicense, transfer or broadcast, in any form, any information from Grants Network if not in direct connection with the normal business activities of your organization or to anyone outside of your organization. You agree to take all reasonable steps to protect Grants Network from unauthorized access, copying, or use.

If any individual or entity outside your organization uses your usernames to access Grants Network, Collier County reserves the right to terminate this MOU.

3. **Passwords.** You agree to assume sole responsibility for the security of the passwords provided to each Access Holder and will notify Collier County immediately if you believe someone other than an authorized Access holder is using any password.

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 providing expert computer advice and does not give personalized grant advice.

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. To the extent permitted by Florida Law, you agree to indemnify and hold Collier County, 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 MOU shall commence on the date set forth above and ends on the Termination Date.

7. **Fees.** Collier County has agreed to pay all fees associated with this subscription and under the provision of this MOU, provides these services to you for free. This does not prevent your organization from contracting directly with eCivis for similar services for a fee.

8. **Updates.** eCivis has reserved the right to update versions of Grants Network as necessary.

**9. Proprietary Protection.** eCivis is the sole owner of all right, title, and interest in and to any and all information in Grants Network that is provided to or accessed by your organization, including but not limited to any adaptations or copies thereof and any intellectual property rights embodied therein. The information in Grants Network is subject to protection under U.S. and foreign copyright and patent laws. Except as expressly provided for in this MOU, nothing herein shall be construed as conferring any license or other rights, by implication, estoppels, or otherwise, under any copyrights, patents, or proprietary information from eCivis.

**10. Limitations.** eCivis employs due care and attention in obtaining and maintaining Grants Network, however, you acknowledge that any collection and compilation of data entails the potential for 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 information from or through Grants Network is provided "as is" and "as available" and will not hold Collier County or eCivis liable for any such error as described above. You acknowledge that: a) eCivis and Collier County are not consulting firms or grant-writing firms, b) eCivis and Collier County do not warrant or represent that use of Grants Network will result in any grant acquisition, and c) Grants Network may not include all available federal and state grants or all potential data on the grants provided. You agree always to read the full original grant notice provided.

**11. Default.** Should you fail to carry out any other obligation under this MOU, Collier County at its option, in addition to other available remedies, may request that eCivis deactivate users and/or terminate this MOU.

**12. Force Majeure.** Collier County and 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' ability to perform its obligations hereunder.

**13. Governing Law.** MOU 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.

**14. Subject to Appropriation.** It is further understood and agreed by and between the parties herein that this MOU is subject to appropriation by the Board of County Commissioners.

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

## **ATTACHMENT B**

### INFORMATION COLLECTION

To evaluate use and value of this subscription, Collier County needs to collect and monitor the following statistics. Some information is automatically collected by eCivis as the subscription is used; other information requires users' input.

#### **Information Collected By E-Civis**

##### 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
- Includes grants that each agency saved more than once

#### **Information Requiring User Input**

Please include the following information in the "NOTES" field, including the date the information was entered:

##### Grant Searches/Applications

- Action taken (applied for, postponed/saved for future reference, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, staff limitation, resources, etc.)
- Date award decision will be announced
- Amount applied for
- Partnerships established for grant
- If grant was forwarded to another organization, enter the name of the organization

##### Grants Awarded/Denied

- If grant was denied, enter date of denial
- If grant was awarded, enter date of award (or expected award)
- Expected term of the grant award (beginning and ending of project/grant funds)
- Amount awarded
- Any other info unique to grant



# ATTACHMENT C

## SIGN UP SHEET

**Please Type or Print all information**

Community-Based Organization: \_\_\_\_\_

Community-Based Organization Contact: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website Address

Total Number of Users Requested: \_\_\_\_\_

**Please TYPE or PRINT CLEARLY**

	<b>Name of EMPLOYEE or OFFICER of CBO</b>	<b>Title/Position</b>	<b>Email Address</b>	<b>Phone Number</b>
1				
2				
3				
4				
5				
6				
7				
8				