



# Cumberland Community Foundation, Inc.

308 Green Street P.O. Box 2345 Fayetteville, NC 28302

[www.cumberlandcf.org](http://www.cumberlandcf.org)

## GRANT AGREEMENT

**Grantee:** City of Fayetteville - Police Department

**Grant Number:** 2024- 58063

**Contact:** Deanna Braggs

**Amount:** \$3,010.00

**Project Name:** Homeless Coordination

**Grant Period:** 06/12/2024– 06/12/2029

### I. Acceptance of Grant

The grant to City of Fayetteville - Police Department (“Grantee”) from the Cumberland Community Foundation, Inc. (“Foundation”) is made solely to support Homeless Coordination. Payment of the grant is conditional upon acceptance of the terms described in this Agreement and subject to funds available.

### II. Program Description

(Description is from the grantee’s application.)

**Homeless Coordination:** As the Homeless Coordinator for the Fayetteville Police Department, my mission is to provide support to our homeless population, as well as to those who are at risk of becoming homeless. Helping our homeless community navigate through the various resources proves to be difficult when public transportation is unaffordable to them. We deal with a homeless population that is either limited on funds or entirely without funds. More often than not, our homeless community has no choice but to forgo important appointments, including mental health services, job interviews/employment, Medicaid/EBT recertification and housing appointments.

In addition, many of our homeless citizens who live far from the downtown district find it nearly impossible to make it to the Day Resource Center for resources, showers, food or to wash their clothes. Allowing the Fayetteville Police Department to provide those citizens with bus tickets would prove to be beneficial to them and their well-being.

### III. Payment Schedule and Conditions

1. The first \$1,000 will be disbursed upon acknowledgment and agreement to the grant terms via the Grantee's account in the Grantor's online system.
2. The first follow up report is due September 13, 2024, via the Grantee's account in the Grantor's online system.
3. The second follow-up report is due on June 12, 2025, with subsequent reports required annually thereafter.
4. Additional payments of \$1,000 and \$1,010 can be requested after spending previous funds.
5. A final report is due after all funds are exhausted, submitted via the Grantee's account in the Grantor's online system.
6. All funds must be spent by June 12, 2029. Unspent funds must be returned to the Grantor.

### IV. Reporting of Grant Activity

Grantee will provide a final written report when funds have been fully expended. The grant report will be used to evaluate the impact of the grant. Report guidelines will be provided by the Grantor.

A final expenditure report will be required at the end of the grant period. Grantee agrees to maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.

Grantee agrees to give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.

V. Public Acknowledgement

Acknowledge that this grant came from Kistler-Hollstein Community Fund and Ann And John Ashford Community Fund of Cumberland Community Foundation, Inc. in any printed, electronic, and on-line communications. The Communications Agreement must be reviewed and acknowledged through the Grantee's online dashboard.

VI. Special Provisions

All grants are made, and must be used, in accordance with all applicable laws, regulations, rulings, and grant guidelines. Please read the following carefully.

1. Public Charity Determination / Status

Grantee certifies to the Cumberland Community Foundation, Inc. that it is an organization that is currently recognized by the IRS as a traditional public charity under Subsection 501(c)(3) and Section 509(a)1 of the Internal Revenue Code and not a private Foundation as described in the Code. If Grantee has tax-exempt status through another section of the Code, additional documentation will be requested and must be provided to the Foundation. Grantee agrees to notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.

2. Expenditure of Grant Funds:

This grant is made expressly and solely for the charitable purposes stated in the grant application (II. Program Description). The funds provided hereunder may be spent only in accordance with the provisions in the application submitted and according to the budget in the application. The program is subject to modification only with the Foundation's prior written approval. Funds will be paid to the Grantee upon receipt of the properly completed Grant Agreement and the satisfactory compliance with all special conditions (III. Payment Schedule and Conditions).

- a. Any special conditions that apply to this grant, as described above, should be complied with as rapidly as feasible. These conditions may have to be satisfied before the grant funds will be paid. In such cases, the Grantee must submit adequate evidence of compliance with the conditions before the Foundation may release funds. If the Grantee has questions about the special conditions, contact the Foundation's office.
- b. The Grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records, consistent with generally accepted accounting practices.
- c. Grantee agrees not to use Foundation funds for lobbying, electioneering, or political activities of any kind.
- d. In compliance with Executive Order 13224 and the Patriot Act, grantee certifies that it is not a terrorist or terrorist-supporting organization and agrees not to promote or engage in violence, terrorism, or bigotry.

3. Reversion of Grant Funds

Grantee will return to the Foundation any unexpended funds at the close of the project period. Funds also will be promptly returned if the Foundation determines that the Grantee has not performed in accordance with the Grant Agreement or satisfied the specific conditions of the approved program and its support budget.

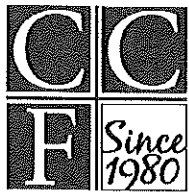
4. Limit of Commitment

Unless otherwise provided in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the Grantee. The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because the Grantee has not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or this grant.

5. No Benefits Provided

Acceptance of this grant signifies that no substantial benefit has been or will be provided to the Foundation, its staff, Board of Directors, donors, donor advisors, or any individual other than those stated in the charitable class or persons served by the organization.

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## Communications Agreement between Grantee and Cumberland Community Foundation, Inc. ("Foundation")

**Grantee:** City of Fayetteville - Police Department

**Grant Period:** 6/13/2022-6/12/2029

Grantee agrees to the following terms as a condition of accepting the grant:

1. Grantee will acknowledge the grant using the legal name of the Foundation: ***Cumberland Community Foundation, Inc.*** The word "County" is not part of the name.
2. Grantee will acknowledge **Kistler-Hollstein Community Fund and Ann And John Ashford Community Fund of Cumberland Community Foundation, Inc.**, as funder for the program in communications about the program, including but not limited to news releases, interviews, newsletters, social media posts, website pages, and printed materials. Grantee will:
  - a. Write a press release on receiving the award or when the program begins that includes the amount of the grant and what it will provide your organization and mentions **Kistler-Hollstein Community Fund and Ann And John Ashford Community Fund Of Cumberland Community Foundation, Inc.** as funder.
  - b. Share your grant award through social media and your website, including photos with releases where possible and mentioning **Cumberland Community Foundation, Inc.** as funder.
  - c. Include the press release on Grantee website as a news piece.
  - d. Including information about the grant in newsletters and other print materials.
3. Grantee will submit with the final report copies of photos, publications, news articles or other relevant materials that can be shared with the donor(s). Grantee may include a separate note of thanks which we may be forwarded to the donor(s).

Grantee will not use the Foundation's logo without permission specific to this grant. Grantee may request a current Foundation logo file for communications specific to this Grant. Grantee agrees to seek additional Foundation approval for any other use. The Foundation does not require logo use.
4. Grantee agrees to allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.