

# City Council Discretionary Fund Award Agreement

This agreement is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pensacola, a municipal corporation of the State of Florida, ("City") and \_\_\_\_\_, a non-profit corporation authorized to do business in the State of Florida ("Recipient").

The City Council of the City of Pensacola is authorized under Section 166.021, Florida Statutes, to perform those acts, including the expenditure of public funds which serve a municipal purpose. The recipient serves the residents of Pensacola by providing \_\_\_\_\_

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\_\_\_\_\_ which benefits the citizens of this community and agrees to expend the funds awarded to further this purpose.

The recipient will be reimbursed for the purpose provided at an amount not to exceed the amount authorized below when an invoice for the authorized services, a receipt of payment or other supporting documentation is provided.

The recipient agrees as follows:

1. To expend the funds awarded to it under this Agreement to further its exempt purpose, and to promptly provide all documentation to support the disbursement of funds for reimbursement; and
2. To abide by Section 119.07, Florida Statutes, as required by law; and
3. If disbursement is made in advance of the authorized purpose, to return to the City within fifteen (15) days of demand all City funds paid to it upon the City's finding that the terms of the Agreement have been violated; and

4. If disbursement is made in advance of the authorized purpose, to return to the City all funds expended for disallowed expenditures for the following purposes as determined by the City:
  - a. To pay for the Recipient's "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
  - b. To pay for Recipient's "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
  - c. To make "Contributions or Donations." Contributions and donations by the Recipient are not allowable unless expressly approved in this Agreement; or
  - d. To pay for Recipient's "Entertainment." Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable unless expressly approved in this Agreement; or
  - e. To pay Recipient's "Fines and Penalties." Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement, are not allowable; or
  - f. To pay Recipient's "Legislative Lobbying or Other Political Expenses." The costs of lobbying and all other politically related expenses or contributions of the Recipient are not allowable; or
  - g. To pay Recipient's "Interest and Other Financial Costs." Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable.
  
5. If disbursement is made in advance of the authorized purpose, to provide to the City, all documentation supporting the disbursement of the funds awarded by The City and the specific purpose of the expended funds.

The City agrees to pay the Recipient a one-time payment of \$\_\_\_\_\_ to further support the Recipient's exempt purpose.

\_\_\_\_\_  
Name

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Agency Name

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Date