

MEMORANDUM OF GRANT AGREEMENT

THIS MEMORANDUM OF GRANT AGREEMENT, made this _____ day of November 2019, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and the WEST ORANGE ROTARY CLUB, a nonprofit corporation of the State of New Jersey having its principal offices at _____, West Orange, New Jersey, hereinafter referred to as the “ROTARY CLUB.”

W I T N E S S E T H:

WHEREAS, local organizations that provide public service and good works to the community are of great value and provide a benefit to the residents of a community as a whole and are deserving of the support from the Township; and

WHEREAS, ROTARY CLUB has been dedicated to providing financial support to local organizations that provide good works to the community as well as performing its own community service; and

WHEREAS, ROTARY CLUB seeks a grant of \$3,800 to fund a holiday workshop during the month of December 2019 wherein they seek to give away hot chocolate and small gifts to school age children.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Township agrees to provide to ROTARY CLUB a grant in the amount of **Three Thousand Eight Hundred Dollars (\$3,800)** (the “GRANT FUNDS”) for which

ROTARY CLUB will utilize towards funding its holiday workshop.

2. The referenced holiday workshop shall be supervised and operated by personnel provided by ROTARY CLUB, whose personnel shall be solely the employees and/or volunteers of ROTARY CLUB who is responsible to pay them, where appropriate, at the sole discretion of ROTARY CLUB.

3. ROTARY CLUB agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Memorandum of Grant Agreement.

4. ROTARY CLUB agrees that as a condition of accepting the GRANT FUNDS it will not and cannot discriminate against any participant in the holiday workshop on the basis of age, race, creed, color, national, origin, ancestry, marital status or sex.

5. It is understood that this Memorandum of Grant Agreement shall be deemed effective as of the date of adoption of a resolution by the Township Council authorizing the issuance of the GRANT FUNDS and the execution of this Memorandum of Grant Agreement.

6. The GRANT FUNDS shall be paid by the Township upon receipt by the Finance Department of any and all required documentation or executed forms needed for the processing of the GRANT FUNDS.

7. Following ROTARY CLUB's expenditure of the GRANT FUNDS, ROTARY CLUB will provide a report to the Township with an accounting of the GRANT FUNDS and how the GRANT FUNDS were utilized. Specifically, the report shall be certified by the President of the ROTARY CLUB and shall include any receipts or other records of payments where ROTARY CLUB utilized the GRANT FUNDS.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper authorized representatives.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

WEST ORANG ROTARY CLUB

SECRETARY

BY:
PRESIDENT