

# GRANT AGREEMENT

**GRANTEE ORGANIZATION:** \_\_\_\_\_

**AMOUNT APPROVED:** \$ \_\_\_\_\_

**PURPOSE:** These restricted funds are to be utilized for relevant expenditures concerning providing a quality, multi-level learn-to-swim program which expands opportunities for children to learn to swim who otherwise would not participate in swim lesson programs, while providing expanded fitness and recreational opportunities.

**GRANT PERIOD:** Commencing June 1, 2021, through December 15, 2021, pending the signing of this agreement by Grantee.

**USE OF GRANT FUNDS:** Grantee may use the grant funds only for the purpose of swim lessons, and in no case can the funds be used for other religious, charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1954, as amended. Grantee acknowledges that **STEP INTO SWIM** has not earmarked the use of the grant funds or any portion thereof for any other organization or individual. Grantee further acknowledges that the grant funds will be expended on programs specified above.

**MINIMUM GRANT REQUIREMENTS:** The Program will follow Grantee's learn-to-swim curriculum with no less than four (4) hours of in-water instruction for each participant over the course of multiple days and/or weeks (e.g., eight half-hour lessons). In addition, Grantee will provide training, risk management counseling, and ongoing supervision of Grantee's aquatic staff.

**PROGRAM OBJECTIVES:** Grantee acknowledges the following Program objectives: Prepare young children to be safer in, on, and around bodies of water by teaching water safety skills that could ultimately save lives. Positively impact young people in the Grantee's community by developing lifelong skills that combat childhood obesity by increasing health, recreational, and fitness opportunities. Utilize a multi-level, progressive swimming program to teach children the process of achieving – encourage them to dream, set worthy goals, work towards those goals, be a good teammate, and achieve measurable results. Enhance the positive impact of the Grantee's aquatic program by offering learn-to-swim opportunities to young people who otherwise would not participate in swim lessons. Upon completion of the program, participants will be able to perform key swimming skills, including but not limited to floating on their back, kicking on his/her stomach, putting his/her face in the water, and getting out of the water.

**PAYMENT OF GRANT FUNDS:** The grant funds will be distributed by **STEP INTO SWIM** in a lump sum payment upon satisfactory completion of the following:

1. Receipt of this signed Agreement no later than July 1, 2021
2. Confirmation of receipt of a completed W-9/tax status form by **STEP INTO SWIM**

**FINAL REPORT:** On or before December 17, 2021, Grantee will submit a detailed year-end report with respect to all Program enrollment activities and expenditures made from such grant funds, compliance with the terms of the grant, and indicating the progress made toward the goals of the grant.

Specifically, the report will require, without limitation, the following:

- a. Total number of participants enrolled in the overall swim lesson program.
- b. Number of participants served with **STEP INTO SWIM** grant dollars, with the following breakout data provided: 1) Number of participants in Adapted Aquatics/Special Needs programming; 2) Number of participants in Parent/Child programming; 3) Number of participants in each of the following age groups: Under Age 5, Ages 6-8, Ages 9-11, Ages 12 & Older; 5) Percentage of participants who fall within each of the following ethnic groups: African American, Asian, Caucasian, Hispanic, American Indian & Alaska Native, Native Hawaiian & Other Pacific Islander; 6) Percentage of participants who graduate to a new skill level (based on the program curriculum) by the completion of the program.
- c. Number of participants served by internal program scholarship opportunities (free or reduced-cost), or via local funding.
- d. Minimum of three (3) photo images of funded program in operation.
- e. Minimum of one participant story or quote highlighting the impact **STEP INTO SWIM** funding provides OR one thank you note from a recipient family or child. Final report reminders and notifications will be sent to both the primary and secondary contacts listed on the original application for completion and submission no later than December 17, 2021. Upon request, Grantee agrees to provide additional reports and information to **STEP INTO SWIM** in connection with the operation of the Program.
- f. Program Insurance Coverage: Grantee agrees that the Program will be conducted within the scope of its programs and that all participants will be covered under Grantee's general liability insurance.
- g. Grantee further acknowledges that by participating in the programs, participants shall not be covered by **STEP INTO SWIM**'s insurance programs.

**ACKNOWLEDGEMENT OF SUPPORT:** Any public announcements of public relations materials produced with respect to the purpose(s) for which the grant is made must acknowledge that funding was made possible by **STEP INTO SWIM**'s grant. Furthermore, **STEP INTO SWIM** must approve all language prior to its being made public. **STEP INTO SWIM** may include public information on this grant in periodic public reports. Although Grantee may disclose that it has received a grant, please refrain from disclosing specific grant amounts. **STEP INTO SWIM** prefers not to have comparisons and the reasons are self-explanatory.

**GRANT OF LICENSE:** **STEP INTO SWIM** hereby grants to Grantee a non-exclusive, non-assignable, non-transferable, and revocable license to use Foundation trade names, logos, insignia, symbols, service marks, and trademarks ("**STEP INTO SWIM**'s marks") in connection with the promotion and advertisement of Program. All proposed uses of **STEP INTO SWIM**'s marks are subject to approval by **STEP INTO SWIM**.

**VIOLATION OF TERMS; CHANGE OF STATUS:** In the case of any violation by Grantee of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or Grantee fails to satisfactorily substantiate expenditures on the project and our receipt of documentary evidence of such expenditures exhibits discrepancies, **STEP INTO SWIM** reserves the right in its absolute discretion to terminate the grant. **STEP INTO SWIM**'s determination will be final and will be binding and conclusive upon Grantee.

**EFFECT OF TERMINATION:** Upon termination of this grant for any reason Grantee will reimburse to **STEP INTO SWIM** any portion of the grant funds that were not spent or any amounts diverted from the Program. Grantee shall immediately cease any new uses of all **STEP INTO SWIM**'s marks and shall cause all existing uses of **STEP INTO SWIM**'s marks to be canceled, removed, or otherwise terminated within seven (7) days after the effective date of termination. Grantee shall have 180 days from the date of termination of this Agreement to dispose of any inventory bearing the **STEP INTO SWIM**'s marks existing as of the date of termination.

**FUTURE FUNDING:** Grantee acknowledges that **STEP INTO SWIM** and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, Grantee acknowledges that **STEP INTO SWIM** will have no further obligation to Grantee in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit **STEP INTO SWIM** from providing Grantee an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if **STEP INTO SWIM** in its sole discretion determines that an additional grant is appropriate.

**AUTHORITY:** Grantee expressly warrants and represents that Grantee has full power and authority to execute, deliver, and perform this Agreement, and Grantee has taken all necessary steps for the execution and delivery of this Agreement.

**INDEMNIFICATION:** By accepting this grant, Grantee irrevocably and unconditionally agrees to defend, indemnify, and hold harmless **STEP INTO SWIM** and the **POOL & HOT TUB ALLIANCE** and each of its officers, directors, employees, agents, and volunteers, from and against any and all claims, damages (including, without limitation, injury to persons and/or property), liabilities, fines and expenses, (including, without limitation, court costs and attorney's fees) that arise out of or are related to (a) breach of any provision of this Agreement; (b) Grantee's use of **STEP INTO SWIM**'s marks within the United States; (c) Grantee's violation of applicable law; and (d) Grantee's negligence or willful misconduct, except to the extent such claims are attributable to (i) the negligent act or omission or intentional misconduct; (ii) violation of applicable law; or (iii) breach of any provision of this agreement by **STEP INTO SWIM** and its officers, directors, or employees.

**ILLEGAL ACTIVITY FORBIDDEN:** Grantee agrees that its organization will not promote or engage in violence, discrimination, terrorism, bigotry, any illegal activities, nor will it make sub-grants to any entity that engages in such activities.



**THIS AGREEMENT:** (a) Shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns, and shall be binding upon their respective legal representatives, successors, and assigns; (b) May be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one executed agreement; (c) Shall be construed and governed in accordance with the laws of the State of Pennsylvania; (d) Shall, with its remaining provisions, remain enforceable even if some provisions are declared unenforceable; (e) Contains the final and complete Agreement among the parties regarding the subject matter discussed in this Agreement, and it may not be contradicted or supplemented by evidence of prior or contemporaneous understandings or agreements; (f) May not be modified in any manner, nor may any rights be waived except by an instrument in writing signed by the party to be charged with the modification or waiver.

**CONTACT:** Please contact **Rowdy Gaines**, Vice President of Partnerships and Development, with any questions or concerns: Phone: **407-474-0207** Email: **rgaines@phta.org**

A signed Agreement must be received by **STEP INTO SWIM** no later than July 1, 2021. Grantee relinquishes all rights and claims to the grant award if a signed Agreement is not received by July 31, 2021. All grant funds must be appropriately expended or obligated no later than December 15, 2021.

Grantee relinquishes all rights and claims to grant funds not appropriately expended or obligated by December 15, 2021, and fully reported and documented by December 17, 2021.

**IN WITNESS WHEREOF**, Grantee has executed this Agreement on the date indicated next to its respective signature, effective as of the date specified above:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature