AGREEMENT

BETWEEN

CITY OF LEESBURG

AND

THE CHRISTIAN CARE CENTER

C.U.R.E. VOUCHER PROGRAM

This is an Agreement between the **City of Leesburg**, a political subdivision of the State of Florida, hereinafter referred to as **"CITY"**, and **The Christian Care Center**, a not – for – profit corporation, pursuant to Chapter 617, Florida Statues, hereinafter referred to as **"AGENCY"**.

WHEREAS, it is permissible for cities to provide Citizens Utility Relief Effort ("C.U.R.E.") vouchers to utility customers through a nonprofit corporation to further a public purpose; and

WHEREAS, AGENCY is willing to assist the **CITY** to provide a public service to City residents and utility customers; and

WHEREAS, AGENCY has previously assisted the **CITY** with the utility voucher program; and

WHEREAS, the **CITY** desires to have an agreement with the various agencies that assist with the program; and

WHEREAS, AGENCY will provide periodic financial statements and activity reports of vouchers released to **CITY** in a form and manner prescribed by the **CITY**; and

WHEREAS, the purpose of the **AGENCY** is to determine which customers are eligible based on criteria established by the **CITY.**

NOW, THEREFORE, IN CONSIDERATION OF, the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein.

SECTION 2. CITY Obligations. CITY agrees to provide **AGENCY** with vouchers in the amount deemed by the **CITY** to be available for release on a quarterly basis.

SECTION 3. AGENCY Obligations. AGENCY agrees to issue vouchers to customers to pay their utility bill. The **AGENCY** shall issue vouchers based on the eligibility guidelines set forth in Attachment A, or as may be modified by the City Commission.

AGENCY shall submit a list each quarter in a format supplied by the **CITY** which includes assistance date, client name, amount of assistance received, utility account number and service address.

Financial statements and activity reports shall be provided to the **CITY** in the form and manner prescribed above by the fifteenth of each month following the end of each quarter.

AGENCY shall deliver a written request to the **CITY** for each quarterly disbursement of vouchers available to be released.

SECTION 4. Lapse. In the event the **AGENCY** does not spend the funding contribution from the **CITY** within the stated term of this agreement, for the purpose outlined in this agreement, the **AGENCY** shall return all of the unspent funding contribution to the **CITY** on or before the end of the first business day following the termination of this agreement.

SECTION 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party executing. This Agreement shall expire September 30, 2015, subject to availability of funds. The **CITY** may terminate the agreement as provided in Section 6 and re-appropriate the funds to meet the needs of the general population of Leesburg utility districts.

SECTION 6. Termination. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate with verification of due cause. Such written notice shall be sent as provided in Section 7. Should the Agreement be cancelled during its effective period as specified in Section 5, the balance of the **CITY'S** financial commitment shall be re-appropriated to meet the needs of the general population of Leesburg utility districts.

SECTION 7. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or sent, by either party, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY	**AGENCY**
City Manager	Christian Care Center, Inc.
City of Leesburg	ATTN: Lee Evans
501 W. Meadow Street	115 N. 13th St.
P.O. Box 490630	Leesburg, FL 34748
Leesburg, Florida 34749-0630	

B. All notices required, or which may be given hereunder, shall be considered properly given if (1)

Personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight delivery company.

C. The effective date of such notices shall be the date personally delivered or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date of the notice picked up by overnight delivery company.

D. The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

SECTION 8. Modifications. It is further agreed that no modifications, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 9. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 10, Ratify Previous Transactions. Execution of this contract ratifies all previous transactions between the parties with respect to the administration of the C.U.R.E. funds

This agreement approved by the City Commission on the ____ day of May, 2014.

ATTEST: **CITY OF LEESBURG**

BY: _____ **BY:** _____

City Clerk **Mayor**

Approved as to form and legality:

_____

City Attorney

Christian Care Center

BY: _____

William Jones, Executive Director

Attest: Norma Hawkins

Exec. Asst. **, Christian Care Center**

Attachment "A"

City of Leesburg
Utility Voucher Program
Eligibility Guidelines

Note: The criteria below are to extend assistance and limit the access to these funds to $100 during a 12 month period to any one recipient. The criteria guidelines identified in items 1-8 are independent of each other.

1. Person(s) with low income that for some reason is unable to pay his/her utility bill for a particular month.
2. Families without a job, but looking for one.
3. No earnings due to illness.
4. Single parent having financial difficulty.
5. Any other case where circumstances have made it impossible to pay the utility bill because of a crisis, etc. There must be proof of these circumstances.
6. $100.00 maximum voucher per twelve month period.
7. Only residential customers are eligible.
8. Voucher may not be used for utility deposit, reconnection fees or any other financial institution fees, i.e. non-sufficient fund fees.

Documentation Required:

1. Client must have valid information:
   - ✓ Social Security Card
   - ✓ Valid Florida identification
   - ✓ Any other state issued identification
2. Delinquent Utility Bill
3. Proof of Income
4. Card from Job Services
5. If receiving governmental assistance, proof of monthly payments