FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION ORGANIZATION GRANT AWARD CONTRACT

This agreement is entered into this 31st day of July, 2019 between The Arc Gateway, Inc. ("Organization") and the Florida Endowment Foundation for Vocational Rehabilitation (dba The Able Trust) ("Foundation") to set forth the terms and conditions upon which the Foundation shall award Grant # 20-61 to the Organization.

Foundation states that its mission is to be a key leader in providing Floridians with disabilities with opportunities for successful employment, and one of the primary means of addressing that mission is to fund programs and projects that provide successful employment outcomes to people with disabilities. Foundation has selected Organization for funding because of the projected employment outcomes. This contract and all deliverable reporting may be open for public viewing and distribution in accordance with Florida’s public records laws.

I. Deliverables:

A. Organization acknowledges and agrees that the funds being awarded are intended to be applied to the project described in Attachment One, which may be a copy of the grant application and proposal.

B. Organization shall use its best efforts to implement and complete the project described in Attachment One within one year of issuance of the first disbursement of funds from Foundation.

C. Organization agrees to collect data on individuals served and provide that information to Foundation upon request, and at reporting intervals. Data will include accurate information on an individual’s contact sources (address, email, texting numbers, etc.), employment status, name and place of employment, job title, wages paid, and other job-related data unless prohibited by law.

D. Project reports shall be submitted by Organization to Foundation on a quarterly basis. August 10, November 10, February 10 and May 10 of the applicable calendar year.

E. Organization must sign and return contract within 60 days of presentation of contract by Foundation, or such Grant award shall be deemed withdrawn. Prior to disbursement of funds, this contract must be signed by both parties, and Organization must provide proof of existence of any additional funding which Organization identified as necessary for the success of the project.

F. Organization shall begin the project described in Attachment One upon receipt of the first payment.

G. Organization must recognize or reference Foundation in any marketing materials or public relations activities that are the direct result of this grant. Instructions regarding such recognition or reference are included in Attachment Two.

H. Organization will work with Foundation to assure individuals served by the grant award are aware of the Foundation’s involvement and mission.
II. Reporting requirements

A. Organization is required to report outcomes at the quarterly intervals during the term of the contract, as specified in I.C. above. Failure to provide progress reports as requested will result in a delay of future payments, and may result in a reduction of the grant award.

B. Organization shall provide a full listing of individuals served by the grant project, and employed as a result of the project, per I.C. above. The listing shall be due quarterly and final list with follow-up on employment status on all participants is due with the final report 13 months after the first grant payment is made.

C. Organization shall verify, in the regular reports, that grant funds are being applied in the specific manner and for the specific items and expenses as identified in Attachment One. Failure to use funds as specified in the project may result in a cancellation of this contract. At minimum, failure to timely apply funds to the project will result in a delay of any subsequent payments.

D. Organization shall formally report the start-up of the project in the form of a letter to the Foundation. Failure to begin the project when the first payment is received shall result in a cancellation of the grant award and a return of any grant funds paid.

E. Organization shall report the names and provide resume' information on all individuals hired or assigned to implement the project within 15 days of hire. If such individual(s) shall leave the project for any reason, Organization shall inform Foundation within five business days, and use due diligence in replacing the staff member with a qualified replacement in the shortest time possible. Foundation must be notified of replacement staff within thirty days of hire date. Failure to maintain adequate active staff for the project will result in payment delays and possibly cancellation of the grant award.

F. Foundation shall be notified immediately by phone and in writing of any changes in Organization name, address, phone, fax, website URL, corporate affiliation or name of chief executive.

G. Organization shall include in its progress reports verification of the distribution of communication materials to individuals served by this grant award. Organization shall use materials as provided by Foundation.

III. Payment and Terms

A. Foundation agrees to provide $42,812.00 to Organization as Grant # 20-61 subject to the terms and conditions as stated. The Foundation shall disburse the funds to the Organization as follows: The funds shall be delivered to the Organization in three disbursement(s). The first disbursement shall be in the amount of $20,406.00 and will be delivered within 30 days after receipt of a fully executed contract. The second disbursement shall be in the amount of $20,406.00 and will be paid by Foundation to Organization on utilization of 75% of first payment as provided in the second or third quarterly reports and significant progress in the program’s goals. The final disbursement shall be in the amount of $2,000.00 and will be paid by Foundation to Organization not more than 30 days after the project completion and when Foundation receives the full report on persons served and employed, as defined in I.C. above. Provided, however, that Foundation shall not be required to make any disbursement of funds under this Contract unless and until Organization has complied with of the requirements or conditions of this Contract and unless all
representations made by Organization herein are continuing, true and correct as of the date of any disbursements called for hereunder.

B. Organization recognizes and acknowledges that funding is subject to continuing support of Foundation by the Florida legislature.

C. Funds not verified as used at the conclusion of the grant period shall be returned to Foundation, unless an extension has been granted by Foundation. Any extension shall be at the sole discretion of Foundation, and may, at Foundation’s discretion require an amendment to this Contract. No amendment or revision of the terms of this Contract will be valid unless in writing and signed by authorized representatives of both parties or such other written means agreed to by the parties under the circumstances (such as exchange of letters or e-mails documenting mutual acceptance). No temporary, occasional, or partial relief from strict compliance with this Contract agreed to by Foundation shall be construed or relied upon the Organization as grounds for any subsequent or further relief from strict compliance with the terms of this contract.

D. If the project as described in Attachment One should cease to be operational, Organization shall inform Foundation immediately by telephone and letter from Organization leadership. Unused funds must be returned to Foundation, along with any tangible property with a value exceeding $500. Property shall be returned at Organization’s expense within 60 days of project cessation.

E. Organization shall not use any funds for expenses incurred before the date of the initial disbursement of funds nor shall it encumber any liability related directly to the project being funded prior to the initial disbursement of funds.

F. Foundation may conduct an audit of the project described in Attachment One at any time during or up to five (5) years after the completion of the project, which may include all records related to the project. The audit may also include Foundation directly contacting individuals and employers served by the project.

G. Foundation may perform on-site inspections of the project during regular business hours, and will generally provide reasonable notice prior to such inspections, unless circumstances shall dictate otherwise.

IV. Insurance and Indemnification: During the Agreement, including any renewals and extensions, Organization shall maintain at its expense, insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284, Florida Statutes, and administered by the State of Florida, Department of Insurance and Worker’s Compensation Insurance as required by law. Evidence of such insurance that names the Foundation to be a named insured on the liability policies shall be provided to Foundation in writing from the covering insurance company, within 30 days of the effective date of the Agreement. The following types of insurance are required.

A. Commercial General Liability Insurance

B. Workers’ Compensation

C. Employer’s Liability (100,000/100,000/500,000 as minimum limits)

Organization acknowledges and agrees that the project for which Granted Funds will be used has been developed and will be implemented solely by the Organization and solely for the Organization’s benefit. Organization further acknowledges that there is no agreement between Organization and Foundation, its Board members or employees to share in any of the profits, proceeds or benefits of the proposed project. Organization also acknowledges that Organization is not an agent or employee of Foundation. Organization agrees to indemnify and hold harmless
the Foundation, its Board members and employees from any and all cost, loss, damage or expense (including reasonable attorney’s fees) which may occur by virtue of Organization’s implementation of the proposed project to the extent authorized by law and without waiving any rights under the State of Florida Sovereign Immunity Statute, Chapter 768 F.S.

V. Non-transferable clause: This Agreement is non-transferable by Organization unless agreed in writing by Foundation.

VI. Termination
A. In the event of a breach of any promise, representation, warranty or agreement made by Organization under this Contract or in Organization's Grant Application, or in the event that Foundation believes that Organization has not attempted to or cannot or will not complete the project described in its Grant Application, Foundation shall be released from any and all obligation to provide the Funds or any undelivered portion thereof to Organization. Upon any such occurrence, Foundation shall be entitled to the immediate delivery of any unused Funds by Organization, as well as to the delivery of any personal property purchased with the Funds by Organization, and shall be entitled to pursue any other legal remedy available to it, including enforcing section III.C resulting from Organization's breach of this Contract.

Organization and Foundation accept the terms of this contract by signing below. Organization states it is authorized to enter into this contract by the signature below. Any and all required approvals, consents, and corporate actions have been taken or obtained by Organization to allow it to enter into and perform this contract.

Organization is not otherwise affiliated with any person, partnership or other entity or organization which has received a grant from Foundation and which has not been disclosed in writing to Foundation by Organization.

**ORGANIZATION**

By: [Signature]
Printed Name: Melissa Rogers
Title: CEO
Date: 7/18/19

**FOUNDATION**

By: [Signature]
Printed Name: Susanne F. Homant
Title: Consultant - Interim
Date: 7/29/19
General Support of Employment Programs Grant Application

Organization Name: The Arc Gateway, Inc.

IRS Employer Identification #: 59-0940528

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<th>Physical Location where Proposed Services will be Provided</th>
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<td>5668 Gulf Breeze Pkwy # B-8</td>
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<td>Pensacola FL 32503</td>
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Executive Director’s Name: Melissa Rogers
Phone Number: (850) 434-2638 Ext.1101
mrogers@arc-gateway.org

Organization Website: www.arc-gateway.org

Project Name: Expanding Employment Services in Santa Rosa County, Florida

Disability Population Served: Intellectual and developmental disabilities, autism, cerebral palsy, hearing and vision impaired, traumatic brain injury, mental illness, other disabilities

County to Benefit Most from the proposed project: Santa Rosa County

Is Organization currently involved in ANY Litigation: Yes – see attached explanation

Time Frame for Grant Results: One Year
Total # of Persons proposed to be served during the project: 8-12
Total # of Persons proposed to become employed 8

Approximately 20 hours per week: # 6
Approximately 30 hours per week: # 2

Total Amount of Funds Requested of The Able Trust: $38,392
Total Amount of Funds Projected to support the proposed project: $44,647

Signature & Date Executive Director 4/4/19
Print Name: Melissa Rogers
Representing Company: University of West Florida

Signature & Date Board Officer 4/4/19
Print Name: Trish Allison

Attachment 1
PROPOSAL NARRATIVE

Project Name – Expanding Employment Services in Santa Rosa County, Florida

Population Served – Intellectual and developmental disabilities, autism, cerebral palsy, hearing and vision impaired, traumatic brain injury, mental illness, other disabilities

Statement of Need – Santa Rosa County, Florida is underserved in the Employment Services arena despite the growing population and robust economy.

According to an article in the Pensacola News Journal*, Santa Rosa County has experienced massive growth in the last five years with a population increase of over ten percent. During the same time period, jobs also increased 14.5 percent in the county, nearly twice the national jobs growth rate of 7.8 percent. Amy Newburn, associate director of the Haas Center at the University of West Florida, states that Santa Rosa County is the 12th fastest growing county in the state of Florida.

The top five industries in Santa Rosa County are government/military, retail, food/hospitality services, health care and construction according to the Haas Center. Those industries alone employ almost 30,000 people. The county leadership has been working in the past several years to bring in more jobs locally. The county is also courting big-name retailers to the area. County commissioners have taken a business-friendly stance in the past few years, hoping to attract retailers, restaurants and other businesses to the area.

There is a great need for employment services in Santa Rosa County and there are very limited providers. Our job development efforts indicate that there are many potential employers in Santa Rosa County who are very receptive to employing people with disabilities. The Arc Gateway receives frequent unsolicited calls from businesses in Santa Rosa County inquiring if we have people that they can hire, consistent with the need for an expanded pool of job ready applicants.

The Arc Gateway currently does not have the resources to maintain a substantial employment service presence in Santa Rosa County. Our three full time employment specialists along with the program director have full caseloads in neighboring Escambia County. They cannot consistently provide the time needed to travel to the next county, which can typically result in a 60 mile round trip. Therefore, The Arc Gateway is only providing very minimal services in Santa Rosa County. We are currently supporting six people in Santa Rosa County referred to us by Vocational Rehabilitation. Two people have been placed in competitive employment in Gulf Breeze. The others are looking for jobs in Milton, Gulf Breeze and Navarre. We have had to decline other referrals from Vocational Rehabilitation from Santa Rosa County due to these staffing constraints.

**Project Plan and Description** - The Arc Gateway has operated an Employment Services department for over 25 years. With the hire of a new director, Jeff Weikert, the program has seen impressive growth with many successful employment placements. Since Jeff's employment with The Arc Gateway, just over two years ago, 35 people have been placed and have been successfully employed in competitive jobs for over one year. Under Jeff's direction, this project will expand Arc Gateway's employment services program from Escambia County to Santa Rosa County. The proposal is to hire one full-time staff who will meet the criteria for eligibility as an employment specialist with both the Florida Division of Vocational Rehabilitation and the Agency for Persons with Disabilities. The staff will maintain separate office space in Santa Rosa County and will be housed in an office at our south Santa Rosa County adult day training program located at 5668 Gulf Breeze Parkway Unit B-8, Gulf Breeze, FL 32563.

The plan allows for a six-month start-up phase during which time the new employment specialist will be hired and trained. Marketing and job development in Santa Rosa County will commence with the hiring of the new employment specialist. Referrals will be accepted once the employment specialist is hired. The employment services director and the COO are available to assist during start-up to ensure all referrals receive service.

Once established, the expanded services in Santa Rosa County will follow the same service protocol as the current employment services program:

The Arc Gateway Employment Services program helps individuals find and maintain jobs in the community that pay minimum wage or more. When a service recipient enters into the Employment Services program, they work closely with an Employment Specialist to find a job that matches their interests, abilities, and personal goals. Services will include creating resumes, completing applications, meeting with perspective employers, preparing for interviews, and all other activities related to finding a job. Once employed, the Employment Specialist will work with the individual to arrange transportation, complete training, and work closely with the individual until they are proficient in all aspects of the job.

Job Placement serves people who are referred by the Department of Vocational Rehabilitation (DVR), have another funding source, or have made private pay arrangements. Services may include job development and matching, job training and support services for at least 90 days.

Supported Employment assists people in maintaining employment and focuses on job development, matching, and training. DVR makes referrals and funds Supported Employment for a period of six to nine months.

To provide the ongoing support component, individuals referred for Supported Employment must also be eligible for funding through a long-term funding source such as the Agency for Persons with Disabilities. Services are tailored to provide the employment supports necessary for people to gain and keep jobs in the community thereby reaching successful employment outcomes.
The targeted population pool is job seeking adults with disabilities residing in Santa Rosa County. We will increase program awareness in the community by participation in job fairs, school transition fairs and other community special events. We will also network with the counselors in the local Vocational Rehabilitation office and with High School Transition Program administrators. APD and support coordinators will be made aware of the employment services being offered Santa Rosa County by The Arc Gateway. Marketing materials to include a brochure describing services, a promotional video and ongoing exposure using The Arc Gateway’s website and social media platforms will also be used to increase awareness.

**Expected Project Outcome** – The proposed outcome of this project is to have an established, effective and self-sustaining employment services program in Santa Rosa County by the end of the project. At the end of one year at least eight people will have been placed in competitive employment through referrals from Vocational Rehabilitation. This pattern of placements will continue subsequent to the project year producing enough revenue to sustain the program. In addition, the Arc Gateway will be established in the community and known as a professional employment resource that can connect an employer to reliable and eager employees. Employers will be comfortable working with us, knowing that The Arc Gateway will provide the supports necessary to ensure successful employment placements.

Employment data outlined in the grant instructions will be collected every month during the project period and annually thereafter for three years. The system to collect this data is already in place and is used by staff in Escambia County. The program director will ensure that accurate and timely data is communicated to The Able Trust.

**Amount Requested/Total Project Cost - $ 38,392/$ 83,039**

**Future Funding Situation** – With the potential for employment in Santa Rosa County, we anticipate that the employment specialist position in Santa Rosa County will be self-sustaining after one year, as the projected placements will fund the expenses of the Santa Rosa County branch of employment services. Should projections fall short, additional funding will be sought from community and state grants, fundraising activities and sales to the public through The Arc Gateway. The Arc Gateway continues to advocate for increased rates for providing employment services to people with disabilities. It is one of our legislative priorities this year.

**Organization Assessment** - An experienced management team leads the provision of services at Arc Gateway. The CEO, Melissa Rogers, has been in the field of developmental disabilities services since 1997. She came to Arc Gateway in 2014 after being COO at another Arc agency in the area. She shares knowledge and understanding of our clients and the services provided from her work as group home staff, supported living coach, supported employment consultant and support coordinator.

Cathy Lauterbach, Chief Operating Officer has shared her talent with Arc Gateway for over two decades. She began her employment with Arc Gateway in 1995 as an employment specialist. From that role, she became the program manager at the Pollak Training Center before moving into the position as director of Residential and Community Services, and now currently her position as COO over seeing adult programs at Arc Gateway.
Jeffrey Weikert has served as the Employment Services Director for The Arc Gateway, Inc. since 2016. He has previously served the needs of disabled individuals as a Supported Employment Consultant, a Supported Living Manager, a Personal Supports Manager, a Supported Employment Manager, and a Special Olympics head basketball coach.

Statement of Relationships – In the interest of transparency, there is no known relationship between The Arc Gateway and donation of funds and/or volunteer hours with (a) a Director of The Able Trust and the staff/co-worker of that Director at their place of business and (b) staff of The Able Trust and/or their immediate family.

Brief History - The Arc Gateway, Inc. was founded in 1954 and has previously been known as ARC Escambia and ARC Gateway. It is a primary corporate entity. The Arc Gateway currently serves 1,000 people with intellectual and developmental disabilities, working to ensure people enjoy productive lives and have the support that they need to reach their goals. Through programs that promote choice and independence, a wide array of community based services are offered. In addition to Employment Services, Arc Gateway offers work activities, job training, independent living supports, life skills development, transition education, and a ‘retirement’ program. Arc Gateway’s experienced pediatric professionals provide services for children who have, or are at risk of, developmental disabilities. The Pearl Nelson Center provides speech, occupational, physical and vision therapy as well as developmental instruction by infant toddler developmental specialists.

Organization Mission - The mission of the Arc Gateway is to provide the best possible life experiences for children and adults with intellectual and developmental disabilities. Employment Services is a valuable program that aligns with the mission by helping adults with disabilities be productive, reach their potential, and live meaningful, independent lives.
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<th>Program Budget</th>
<th>Able Trust Request</th>
<th>Vocational Rehab</th>
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FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION

GRANT AWARD ADJUSTMENT FORM for #20-61

After careful consideration of your original Grant Application by the Foundation’s Grant Committee, your original request has been modified as follows:

Organization has been awarded additional funds to be applied to the approved project (Attachment 1). An updated line item budget reflecting $42,812 in funds from The Able Trust is required to be submitted with the signed contract.

_____________________________  _______________________
Signature of Chief Executive  Date

_____________________________
Printed Name
The Arc Gateway, Inc.
Expanding Employment Services in Santa Rosa County, Florida
Program Budget 2019

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The Able Trust™ Name, Logos and Taglines Requirements

**Name, Logo and Tagline Usage Guidelines**
- The Able Trust name and logo is a registered trademark with the United States Patent and Trademark Office
- The name, logo and tagline may not be used without express written permission from The Able Trust
- The name, logo and tagline may not be used in a manner that would disparage The Able Trust
- The logo and tagline may not be distorted in perspective or appearance
- The logo and tagline must be used as provided by The Able Trust with no changes in color, design or removal or addition of any words or artwork
- To request an electronic version of The Able Trust logo or have draft materials approved by The Able Trust, contact Guenevere Crum, at 888.838.2253 or guenevere@abletrust.org

**The Able Trust Written Words Specifications & Requirements**
The Able Trust should always be written in the following format:
- "The Able Trust"
- Capitalize the "T" in The and the letters in lowercase following the A in Able.

The following is incorrect:
- the Able Trust
- the ABLE Trust

**The Able Trust Logo Specifications & Requirements**

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*Grayscale - The entire logo wording should be black with a white background, as shown below.*
Logo Size

The logo may be increased or decreased in size. However, its proportions should never be altered. Here are some recommended sizing options.

50% Aspect Ratio
Size: .68 X .99

75% Aspect Ratio
Size: 1.02 X 1.49

100% Aspect Ratio
Size: 1.36 X 2

The Able Trust Grant Award Logo Specifications & Requirements

- The Able Trust Grant Award contract states that "The Agency must recognize the Foundation in any materials that are the direct result of funding through this Contract."
- All materials that include the promotional logo or written recognition statement must be approved by The Able Trust.
- Materials can be emailed, faxed or mailed to:
  Guenevere Crum  
The Able Trust  
3320 Thomasville Rd, Suite 200  
Tallahassee, FL 32308  
850.224.4496 Fax  
guenevere@abletrust.org

- The Able Trust logo should be used for promotions related to projects funded by The Able Trust grant awards, which may include for example:
  - Project brochures
  - Project informational flyers
  - Event invitations/flyers/program books related to projects funded by The Able Trust grant award
- The Agency Grant Award contact should request an electronic format of The Able Trust logo to include in promotional materials or use the logo slick provided with The Able Trust Grant award contract.
- *Logos should not be scanned from this document or copied/saved from The Able Trust website.
- For press releases, please use the following written recognition statement in lieu of the logo:
  - This Project Funded by The Able Trust
Grant Logo
The Grant Award logo is shown as follows. It may be increased or decreased in size. However, its proportions should never be altered.

This Project
Funded by
THE
ABLE
TRUST

This Project
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THE
ABLE
TRUST

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