

GRANT AGREEMENT
BETWEEN
THE CITY OF BENICIA
AND

THIS AGREEMENT is made this __ day of ____, 20__ by and between the City of Benicia, acting (hereinafter called “City”) and _____ (hereinafter called “Grantee”).

WHEREAS, the Benicia City Council has authorized a Grant Award for services, programs or activities which benefit the mental, social, or physical health and welfare of Benicia residents of all ages and/or support the art and culture of our community;

WHEREAS, Grantee provides services, programs, and/or activities that meet the requirements of the Grant Program and benefit Benicia residents as described more fully in the application that is attached to this agreement and incorporated as if contained herein; and

WHEREAS, the City is willing to distribute money to Grantee to help provide for such services, programs, and/or activities that are described in the application based solely on the terms and conditions listed below.

NOW THEREFORE, the parties agree to the following terms and conditions set forth as follows:

1. **Amount and Disbursement of Fund:** The City shall provide to the Grantee a total award in the amount of \$_____ across two fiscal years. This total shall be disbursed in two even disbursements, one per fiscal year , within 30 days of Grantee returning signed agreement.

No disbursement of funds shall be made beyond the two-year term of this Agreement unless pursuant to written agreement as set forth in Sections 3 and 4 below. No disbursement or only partial disbursement of funds shall be made if the City Council does not appropriate sufficient funds. No funds will be disbursed if the Grantee is in violation of any of the provisions of this agreement. If the Grantee corrects the violation, funds may be disbursed at the discretion of the City of Benicia. If the City finds that the Grantee has used grant funds improperly or finds issue with funds spent, the City may place the Grantee on a reimbursement-based funding structure.

2. **Use of Funds for Services/Programs/Activities:** The Grantee shall use the funds received from the City solely in furtherance of the services, programs, and/or activities

described in the attached Grantee's application and shall not use the funds for any other purpose without prior written authorization from the City.

3. **Term of Agreement:** The term of this Agreement shall be in effect on July 1, 20____ through June 30, 20____ and beginning on the date of execution of this Agreement. An extension of the Agreement for an additional period may be made as needed upon mutual written agreement by both parties. In the event that Grantee fails to substantially perform under this Agreement, for either fiscal year, the Finance Director or City may terminate the Agreement without penalty upon thirty (30) days notice. Additionally, if non-profit status is in any way suspended or revoked the Finance Director or City may also terminate the Agreement at their discretion without penalty upon thirty (30) days' notice. Any unexpected funds shall be immediately returned to the City and may be re-appropriated. In the event that insufficient funds are appropriated to fully fund this agreement, the Finance Director may terminate the agreement immediately.

Unused Funds: Any funds disbursed by the City to the Grantee not expended or utilized pursuant to the application by the end of the term of this Agreement shall be returned to the City within sixty (60) calendar days.

4. **Recordkeeping and Monitoring:** Grantee shall be responsible for maintaining detailed records to document all expenditures of the funds awarded by the City.
5. **Mid-year Certification:** The Grantee complete and sign a mid-year certification of compliance to the Commission Board Members (Arts and Cultural Commission or Community Services Commission, whichever is applicable) no later than January 15th on an annual basis.
6. **Annual Presentation:** On an annual basis, at a date and time to be determined, the Grantee shall make a presentation to the applicable Commission on the progress and status of the services/programs/activities described in the grant application. Detailed information regarding service delivery is required. The Commission shall monitor the progress of the services/programs/activities of Grantee with respect to the project/services goals noted in the application and may terminate the Agreement if Grantee fails to make sufficient progress. As determined by the Commission, a second Presentation could be required.

The Grantee shall also notify the Commission in writing of any changes in the services/programs, and/or activities outlined in the application that might impact the use of the award of funds by the City.

7. **Monitoring/Audit by the City:** At any time after the execution of this Agreement, the City may elect to conduct a monitoring or audit to determine that the terms and conditions of this Agreement are being met by the Grantee. Such monitoring or audit shall consist of reviewing the progress of the services/programs/activities of Grantee with respect to the application.

8. **Maintaining Non-Profit Status:**
- a. The Grantee must maintain a Non-Profit Status for the entire period outlined in the Agreement as defined under section 501(c)(3) of the Internal Revenue code.
 - b. The Grantee must maintain an Active status as verified by the California Business Entity Detail for the entire period outlined in the Agreement and produce an IRS letter of Tax-Exempt Status upon request.
9. **Violation of Terms and Conditions:** If it is determined by the City that the Grantee has violated any of the terms of this Agreement and/or has used the awarded funds for expenditures that are not solely for providing the attached application, Grantee shall be obligated to repay the City any or all of the monies that were awarded, plus any interest at the current market rate.
10. **Hold Harmless/Indemnification Agreement:** Grantee shall indemnify, defend, save, and hold City, its Council members, boards and commissions, agents, officers, employees, and designated volunteers, harmless from and against any losses, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees regardless of the merit or outcome of any such claim or suit arising from the term of the Agreement. Approval of any necessary insurance coverage does not relieve Grantee of liability under this indemnification clause
11. **Nondiscrimination:**
- c. Grantee shall not discriminate in the conduct of the services, programs, and/or activities under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation, or other prohibited basis as it will not be tolerated.
 - d. Consistent with City's policy that harassment and discrimination are unacceptable conduct, Grantee agrees that harassment or discrimination directed towards a City employee or a recipient of services, programs, and/or activities provided under the Agreement by Grantee on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation, or other prohibited basis will not be tolerated. Grantee agrees that any and all violations of this provision shall constitute a material breach of the Agreement.
12. **Entire Agreement:** This Agreement contains the entire understanding of the parties and constitutes the sole and only Agreement between them concerning the subject matter herein and the rights and obligation in connection therewith.

GRANTEE

CITY OF BENICIA

By: _____

By: _____

Name

Name

Title

Title

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Name

City Attorney

SAMPLE