

**GRANT AGREEMENT  
BETWEEN  
THE CITY OF BENICIA  
AND  
GRANTEE (INSERT NAME)**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Benicia, acting through its Human Services Board (hereinafter called “City” or “Board”) and GRANTEE, (hereinafter called “Grantee”).

**WHEREAS**, the City has established a Human Services Board Fund (Fund) from different revenue sources, including voluntary community and employee donations, inter-fund transfers, investment earnings, and other fundraising activities.

**WHEREAS**, the Benicia City Council has given the Human Services Board authority to award monies from the Human Service Board Fund for services, programs or activities which benefit the mental, social or physical health and welfare of Benicia residents of all ages;

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

**WHEREAS**, the Board is willing to distribute money from the Fund to Grantee to help provide for such services, programs and/or activities that are described in the Scope of Human Services 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 Grantee an award from the *Human Services Grant Fund* in the amount of \$\_\_\_\_\_ total, distributed as quarterly payments of \$\_\_\_\_\_ during fiscal years (2015-2017). The disbursement of the funds shall be made as set forth in the attached Scope of Services. 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 for the Human Service Fund Grants. 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 in a timely manner, funds may be disbursed at the discretion of the Human Services Board.
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 Scope of Services and shall not use the funds for any other purpose without prior written authorization from the City.

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3. **Term of Agreement:** The term of this Agreement shall be in effect through June 30, 2017, 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 Board 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 Board may also terminate the Agreement at their discretion without penalty upon thirty (30) days' notice. Any unexpended 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.
4. **Unused Funds:** Any funds disbursed by the City to the Grantee not expended or utilized pursuant to the Scope of Services by the end of the term of this Agreement shall revert back to the City. The Board may direct that such unused funds be carried forward and spent for the services, programs and/or activities, providing they continue beyond the two-year term of this Agreement. Any unused funds from fiscal year (2015-2016) may, at the sole discretion of the Board, be carried forward to fiscal year (2016-2017) for that fiscal year's services, programs and/or activities.
5. **Reporting, Recordkeeping, and Monitoring:** Grantee shall be responsible for maintaining detailed records to document all expenditures of the funds awarded by the City:
  - A) **Proposed Budget:** Prior to the first disbursement of funds, the Grantee shall provide to the City a proposed budget of how the award money will be spent to accomplish the attached Scope of Services. Any modification of the budget in excess of five percent (5%) of the allocation for the fiscal year will require approval of the Board.
  - B) **Expenditure Report:** The Grantee shall be responsible for providing the Board with a detailed final accounting of how the award money was spent, including dates, amounts, payments, expenditures, amount of any unused funds, etc. Such report shall be made either: (1) at the conclusion of the event or program; (2) when the funds are actually used or spent completely; or (3) within thirty (30) days after the completion of the term of this Agreement, whichever is sooner.
  - C) **Miscellaneous Reporting:** The Grantee shall also notify the Board in writing of any changes in the services/programs and/or activities outlined in the Scope of Services, any required deviations from the proposed budget, or any changes in the organizational structure, key personnel or policies that might impact the use of the award of funds by the City.
  - D) **Quarterly Reporting to the Board:** The Grantee shall report to the Board quarterly on the prescribed form (Attachment A). The report is due no later than the end of the month following the quarter end. Detailed information regarding service delivery is required. The Board shall monitor the progress of the services/programs/activities of Grantee with respect to the Scope of Services and may terminate the Agreement if Grantee fails to make sufficient progress as determined by the Board.

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- E) **Monitoring/Audit by Board:** At any time after execution of this Agreement, the Board may elect to conduct a monitoring or audit to determine that the terms and conditions of this Agreement are being met by Grantee. Such monitoring/audit shall consist of reviewing both the financial records as well as the progress of the services/programs/activities of Grantee with respect to the Scope of Services.
  - F) **Site Visits:** At any time after execution of this Agreement, the Commission will conduct one or more site visits to gain confidence that the City of Benicia's investment is being honored and that the organization is exercising due diligence in delivering its outcomes as stated in the grant contract.
6. **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 and able to provide an IRS letter of Tax-Exempt Status upon request.
7. **Violation of Terms and Conditions:** If it is determined by the Board 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 Scope of Services, 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.
8. **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.
9. **Nondiscrimination:**
- A) 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.
  - B) Consistent with City's policy that harassment and discrimination are unacceptable conduct, Grantee agrees that harassment or discrimination directed toward 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.

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10. **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: \_\_\_\_\_  
(Type in title of person signing.)

By: \_\_\_\_\_  
(Type in title of person signing.)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather C. Mc Laughlin  
City Attorney

# ATTACHMENT A

## **Scope of Human Services Provided by GRANTEE**

(Scope to be inserted here)

Benicia Human Services Fund  
**Agency Quarterly Report**

**Grantee Quarterly Reporting**

Grantees may submit quarterly reports to the Human Services Board (hereinafter Board) five (5) business days prior to the Board meeting scheduled the 2nd Monday of the month following quarter end or no later than end of the month following quarter end. If the quarterly report is submitted five (5) business days prior to the Board meeting it will be reviewed the same month. If the quarterly report is submitted at month end following quarter end it will be reviewed the second month following quarter end.

The final submission date to be able to receive quarterly funding is the last business day of the month following quarter end. These dates are included in the Final Due Date column of the table below.

The reports are utilized by the Commission to monitor the progress of the Grantee project(s)/program(s) and/or event(s) funded by its grant. When the Commission receives the reports they are reviewed and approved. When approved, the Grantee will receive its quarterly funding.

The Quarterly Report Submission Schedule is:

<b>Quarter/Year</b>	<b>First Due Date Option</b>	<b>Final Due Date</b>
FY 2015-16		
QTY 1	<i>Dates to be inserted</i>	<i>Dates to be inserted</i>
QTY 2	<i>in final RFF document</i>	<i>in final RFF document</i>
QTY 3		
QTY 4		
FY 2015-17		
QTY 1		
QTY 2		
QTY 3		
QTY4		

Reports are submitted to:

Human Services Board  
 c/o City Manager's Office  
 Attention: Anne Cardwell  
 acardwell@ci.benicia.ca.us  
 250 East L Street  
 Benicia, CA 94510



**OUTREACH EFFORTS FOR THE QUARTER**

**UNMET NEEDS**

**ORGANIZATIONAL CHANGES**

Program changes:

  

Key Personnel changes:

  

Policy changes:

  

Mission/Direction changes:

**CONFIRMATION OF CONTINUED NON-PROFIT STATUS**

Put a check mark in each box indicating that a designated Board Member has verified your organization's current IRS tax-exempt and California Business Entity Detail status.

- Certify IRS tax-exempt status is listed as PC, Public Charity

Your organization's current status can be verified at <http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check>.

- Certify California Business Entity Detail is Active Status

Your organization's current status can be verified at <http://kepler.sos.ca.gov/>

Certification Completed by:

Type/Clearly Print Name: \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Part B – BUDGET INFORMATION**

**Provide the project budget. (Expenses listed in this document should be consistent with the Project Description.) This budget is only for the project utilizing grant monies.**

<b>PROJECT EXPENSES</b>	<b>TOTAL GRANT BUDGET (A)</b>	<b>QUARTERLY ACTUAL-TO-DATE (B)</b>	<b>ACTUAL YEAR-TO-DATE (C)</b>
<b>DIRECT COSTS</b>			
Personnel (Direct <sup>1</sup> )	\$	\$	\$
Benefits (Direct <sup>1</sup> )			
Personnel (Support <sup>1</sup> )			
Benefits (Direct <sup>1</sup> )			
Contract Services			
Project-Supplies			
Project Equipment			
Transportation (e.g. gas costs, rental)			
Other Direct Costs			
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INDIRECT COSTS</b>			
(Administrative <sup>1</sup> ) Personnel			
Benefits			
Space Rental			
Utilities			
Telephone			
Office Supplies			
Transportation (e.g. gas costs, rental)			
Other Indirect Costs			
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL COSTS</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**Column A = Total cost of Grant Budget.  
 Column B = Total expenditures of grant funds Quarterly Actual-To-Date.  
 Column C = Total expenditures of grant funds Actual Year-To-Date.**

<sup>1</sup> Provide names, titles and total estimated annual salary. Attach additional sheets if necessary and summarize total here.

**ATTACHMENT B**

If there are any changes for your organization and/or the grant funded programs and services from what was provided in your Request for Funding, please note below:

This report, to the best of my knowledge, is an accurate representation of GRANTEE's efforts provided on this project through the City of Benicia's Human Services Fund.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Type Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_