

Statement of Work

1. The goals and program services of the Grantee's application are incorporated as the first item in this Statement of Work, except where the program services are amended through the approved budget and the specific terms of the letter awarding the grant to the Grantee. The award letter is incorporated by reference as a part of the Statement of Work of the Support to Civic Organizations Agreement (Grant Agreement).

Reports and Deliverables

2. **Agency Reporting:** After the grants are awarded by the Committee, the Department of Finance sends the applicant all of the necessary forms required for accepting the grant, requesting payments, and financial reporting.
 - a. **Grant Agreement:** An agency awarded a grant must first accept the grant by completing the *Support to Civic Organizations Grant Agreement*, which must be signed by the agency director or designee. The Grant Agreement outlines the requirements of the grant. This form must be sent to the Department of Finance prior to the release of the first payment.
 - b. **Grantee Progress Report:** An applicant awarded a grant must complete the *Grantee Progress Report* and return it to the Department of Finance prior to the release of the second payment. Reports are due based on the award amount of the grant. This process is further explained in **Section C (Grant Reporting and Payments)** of the *Support to Civic Organizations Guidelines and Procedures (Guidelines and Procedures)*. The Summary of Service Section outlines the type and level of services that was provided to Portsmouth residents during the reporting period.

Grantee Progress Reports shall be provided to the City of Portsmouth by the dates indicated:

- **For Mini Grants (amounts \$5,000 or less):** any reporting period but no later than 30 days following the completion of each funding year.
- **For Grant Programs under \$25,000 (amounts over \$5,000 but less than \$25,000):** December 1 and within 30 days of the completion of each funding year.
- **For Grant Programs over \$25,000:** September 1, December 1, March 1, and within 30 days of the completion of each funding year.

Each progress report shall address the Grantee's progress in fulfilling items listed in the Statement of Work, including funded elements of the Grantee's application. These reports should include a summary of services provided to the residents of the City of Portsmouth. The format for the progress report will be provided to the Grantee, but at a minimum, will require an assessment of the program's plan with actual accomplishments during the reported quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final progress report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures with receipts, invoices, etc.

3. Grantees receiving or utilizing funding to assist with paid media funds (i.e. TV, radio, and newspaper advertisements) or materials (i.e. posters, flyers, brochures, etc.) to assist with awareness of organization services will be required to provide copies of all said materials during the grant period.
4. **Report of Audit by an Independent Certified Public Accountant:** Prior to the disbursement of the final payment, a copy of the agency's report or audit for the previous fiscal year must be forwarded to the Department of Finance with the final Request for Payment.

If the audit reveals unallowable expenditures, the Grantee will be responsible for repayment.

Budget

The approved budget of the Grantee (as signed by an authorized official of the City of Portsmouth) is incorporated by reference as part of the Grant Agreement, with such authorized changes as may be allowed or required through budget amendments. If the application review process had indicated that a revised budget is required, the grant period may not begin until said budget is received, reviewed, and approved by the City of Portsmouth. No grant activity may occur before the beginning of the grant period.

General Terms and Conditions

By signing the face sheet of this Grant Agreement, the Grantee is agreeing to the following:

1. *Eligibility.* Grantee agrees with eligibility requirements set forth in **Section B (Applicant Eligibility for Civic Organizations Grants)** of the *Support Civic Organization Grant Guidelines and Procedures*.
2. *Regulations.* Grantee agrees to comply with all local, state, and federal laws and regulations. In addition, Grantee agrees to comply with **Section C (Grant Reporting and Payment)** of the *Guidelines and Procedures*.

3. Modifications. Any alterations, additions, or deletions of this Grant Agreement that are required by changes in local, state, or federal laws, regulations and ordinances are automatically incorporated on the date designated by law, regulation or ordinances. The City of Portsmouth shall have the right to make unilateral Grant Agreement amendments in writing, with notice to the Grantee, to conform to local, state, or federal laws, regulations, and ordinances, and availability of funds. No other waiver or modification of the terms of this Grant Agreement (including the Grantee's application/proposed services) shall be valid unless in writing and duly executed by the parties to be bound thereby.
4. Termination. The City of Portsmouth may terminate this Civic Organization Grant Agreement in whole or part if the Grantee fails to fulfill the obligations under this agreement, or fails to comply with and correct any noted violations of local, state, or federal laws, regulations, or ordinances. This does not limit any other termination rights that the City of Portsmouth may have under local, state, or federal laws, regulations, and ordinances.

Financial Terms and Conditions

1. Invoices. Payments for grants shall be administered based on the amount of the award. Grantees must submit request for payments utilizing the ***Support to Civic Organization Grant Expenditure and Payment Invoice (COG 3)***. Payments are dispersed as indicated below:
 - **Mini Grants (amounts less than \$5,000):** Payments are generally dispersed in one payment. However, this decision is at the discretion of the Committee and/or the Department of Finance. If one payment is allocated, the payment will be received at the beginning of the fiscal year (July).
 - **Grant Programs under \$25,000 (more than \$5,000; less than \$25,000):** Two payments—beginning of fiscal year (July) and January 1.
 - **Grant Programs over \$25,000:** Payments are paid in quarterly installments—beginning of fiscal year (July), October 1, January 1, and April 1.

In no case shall the Grantee be reimbursed for expenses incurred prior to the beginning or after the end of the grant period.

1. Purchase of Equipment. Grantee must obtain advance approval through the City of Portsmouth for the purchase and/or lease of any equipment that has an useful life of more than one year regardless of price. In addition, the Grantee must complete a ***Support to Civic Organizations Equipment Purchases (COG 5)*** form and return to the City of Portsmouth before any payment will be made for such purchase.

Program Terms and Conditions

The City of Portsmouth is awarding this grant to support civic organizations that provide services to the residents of the City. The awarding of these funds are subjected to City Council approval. All organizations accepting the awards agree with the requirements set forth in this Grant Agreement and the Guidelines and Procedures for this program.

Assurances and Certifications

By signing the face sheet of this Grant Agreement, the Grantee is making the following assurances and certifications:

1. Signature Authorized. The Grantee's authorized approving official, signing the face sheet of this Grant Agreement, has the legal authority to apply for city assistance and has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this application.
2. Records Retention. Grantee must retain all records related to this grant for three years after the Grantee makes final payments and all other pending matters are closed on all completed invoices from these grant funds and the receipt of the Grantee's final progress report.
3. Access to Records. Any representative of the City of Portsmouth shall have access to and the right to examine any books, documents, papers and records (including computer records) of the Grantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Grantee's personnel and program participants for the purpose of interviews and discussions related to such documents. This right of access is not limited to the required three-year retention period, but shall last as long as the records are retained.
4. Publicity and Lobbying. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement, Grantee or agent acting for such Grantee, related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
5. Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing project or programs funded in whole or in part with city money, including this grant, the Grantee shall clearly state (1) the percentage of the total cost of the program or project which will

be financed with city money, and (2) the dollar amount of city funds for the project or program.

6. Conflict of Interest. The Grantee will establish and observe safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
7. Debarment and Suspension. The Grantee certifies to the best of its knowledge and belief, that it and its authorized approving officials and its fiscal agent:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any local, state, or federal department or agency;
 - b. Have not within a three-year period preceding the Grantee signature of this Grant Agreement been convicted or had a civil judgments against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d. Have not within a three-year period preceding the Grantee signature date of this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.