



**SUPPORT TO CULTURAL ARTS ORGANIZATIONS
GRANT AGREEMENT**

Purpose: Grantees use this form to certify and assure that they will fully comply with all terms of the Support to Cultural Arts Organizations Grant Agreement (Grant Agreement).

Instructions: Grantees must read the Grant Agreement, complete all applicable information on this first page, and return to the Commission for submission to the Department of Finance.

This Grant Agreement is entered into between the **City of Portsmouth (City), Portsmouth Museum & Fine Arts Commission, 521 Middle Street, Portsmouth, VA 23704**, and the following:

Grantee: _____

Program Title: _____

Grant Award: _____

Period of Performance for this project: From July 1, 2010, or the date the City Receives this signed/dated Grant Agreement (whichever is later) through June 30, 2011.

In performing its responsibilities under this Cultural Organization Grant Agreement, the Grantee certifies and assures that it will fully comply with the following:

- Applicable agency, state, and federal laws, regulations, and policies
- Statement of Work and Budget, attached as pages 2 and 3 of this Grant Agreement.
- General Terms and Conditions, attached as pages 3 and 4 of the Grant Agreement.
- Assurances and Certification, attached as pages 4 through 6 of the Grant Agreement.

The signature below indicates that Grantee agrees to fully comply with all terms of this Grant Agreement without alteration, including those listed but not described on this page, and those listed on the following pages. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable City of Portsmouth’s regulation, ordinances, and policies, except where superceded by federal laws, regulations, and policies; (2) applicable state laws, regulations, and policies, except where superceded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) special clauses and conditions; (5) assurances and certifications; (6) general terms and conditions; (7) statement of work; (8) approved budget; and (9) Grantee’s application.

Signatures of Authorized Approving Officials

For Grantee:

For the City of Portsmouth:

Authorized Person Date

Authorized Person Date

Print name and title of Authorized Person

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 Cultural Arts Organizations Agreement (Grant Agreement).

Reports and Deliverables

2. **Agency Reporting:** After the grants are awarded by the Committee, the Portsmouth Museum & Fine Arts Commission (**Commission**) 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 Cultural Arts 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 Commission prior to the release of the first payment.
 - b. **Final Report:** An applicant awarded a grant for a project or a single concert is required to provide a final report to the Commission within 30 days of the completion of the project or concert, but no later than June 30th. No payments will be made for the new grant year until the final report for the previous grant year has been submitted. The Commission must approve extensions. The report should include a statement regarding the level of success of the program, a description of who was served (to the extent possible, including demographics of the audience served), and attendance of audience, number of tickets sold and complimentary, and a current financial statement of the organization. This process is further explained under the **Reporting Requirement Section** of the **Portsmouth Museum & Fine Arts Commission Guide to Funding**.
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 Commission 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 **Basic Eligibility Section** of the **Portsmouth Museum & Fine Arts Commission Guide to Funding.**
2. Regulations. Grantee agrees to comply with all local, state, and federal laws and regulations. In addition, Grantee agrees to comply with **All Sections** of the **Portsmouth Museum & Fine Arts Commission Guide to Funding.**
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 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 Cultural Arts Organization Grant Expenditure Invoice.** 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 Department of Finance. If one payment is allocated, it will be issued after July 1st;
- **Grant Projects under \$25,000 (more than \$5,000; less than \$25,000):** Two payments—after July 1st and January 2nd; and
- **Grant Projects over \$25,000:** Four payments—after July 1st, October 1st, January 2nd and April 1st.

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

Program Terms and Conditions

The City of Portsmouth is awarding this grant to support cultural arts organizations that provide services to the residents of the City. The awarding of these funds is subject to City Council approval. All organizations accepting the awards agree with the requirements set forth in this Grant Agreement and the ***Portsmouth Museum & Fine Arts Commission Guide to Funding*** 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.