

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 Community and Regional Organizations Grant Agreement.

Reports and Deliverables

2. **Agency Reporting:** After the grants are awarded by the budget committee, the CRO Review Committee will send the applicant all of the necessary forms required for accepting the grant, requesting payments, and financial reporting. These forms will also be available online at <https://www.portsmouthva.gov/cro>. In addition, Table 1 in the CRO Grant Guidelines provide further detail on due dates for the reports and forms.
 - a. **Conditions of Award:** An organization awarded funding must first accept the allocation by completing the **Community and Regional Organizations Award Agreement (Award Agreement) (CRO1)** which outlines the requirements of the award. The forms must be signed by the agency director or designee and returned to the CRO Review Committee before the release of the first payment.
 - b. **Summary of Services:** This form (**CRO2**) requests both quantitative and qualitative information about the project for which your organization received funding. It is used to report Service Delivery before the end of the City's fiscal year (June 30). If the amount of award is different from the amount requested and this will have an impact on the level of services provided, the organization must reflect the revised figures in the Proposed Services section before the release of the final payment. The Proposed Services section outlines the type and level of services to be provided to Portsmouth residents. **Failure by any organization to submit a progress report will disrupt future payments. If an organization does not submit a progress report on time, a courtesy letter will be sent out to the organization reminding them to submit their progress report. If any organization fails to comply, it may result in the loss of funding for the reporting period and/or the remainder of the year.**
3. **Media Relations:** 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 organizational services will be required to provide copies of all said materials during the grant period.
4. **Final Deadline:** With the exception of grants less than \$10,000, grant recipients must submit the **Summary of Services (CRO2) and the Financial Report (CRO5)** by May 1 before the City will issue the final payment. Grants less than \$10,000 are responsible for completing these forms by the May 1 deadline.
5. **Funds Not Requested for Disbursement:** Funds allocated in a fiscal year are intended for use in that particular year. If not requested by May 31, the City cannot guarantee that funds will be available for disbursement.
6. **Report of Audit by an Independent Certified Public Accountant:** Prior to the disbursement of the final payment, a copy of the agency's audit report for the previous fiscal year must be forwarded to the CRO Review Committee with the final request for payment by May 1.

Budget

1. The approved budget of the Grantee is incorporated by reference as part of the **Community and Regional Organizations Grant Agreement**. Changes to the Grantee's budget are allowed through budget amendments. However, all budget amendments must be approved by the City of Portsmouth's Department of Finance before actual budget changes are made.

2. All grant allocations are subject to the availability of funds during the fiscal year. The City reserves the right to fund, in whole or in part, any, all, or none of the applications. The City also reserves the right to hold, stop, or reallocate undispersed funds awarded to an organization due to unforeseen emergencies, such as a pandemic or natural disaster.

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)** of the *Community and Regional Organizations 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 D (Payment and Reporting)** of the *Community and Regional Organization 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 Community and Regional Organizations 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. **Request for Funds:** Grant amounts that are more than \$10,000 *for other than capital outlay* should be requested in three payments, with the first payment (50%) available at the beginning of the fiscal year (July); the second payment (25%) available in January and the third payment/final payment by May 1, pending completion of the **Request for Payment (CRO3)** form for each payment. Grant amounts that are \$10,000 or less can be requested in their entirety at the beginning of the year. For *capital outlay grants* that exceed \$10,000, 50% can be requested at the beginning of the fiscal year (accompanied by a vendor's price quote), second payment of 25% in January and the third/final payment of 25% by May 1. The **Equipment Purchases (CRO4)** form must accompany the Request for Payment form. All capital outlay requests that exceed \$1,000 must be accompanied by three bids and will be reviewed by the City's Department of Finance before payment is released. A receipt for the purchase of the capital outlay item(s) is required before the final payment can be made:

Program Terms and Conditions

The City of Portsmouth is awarding this grant to support community non-profit organizations that provide services to the residents of the City of Portsmouth. The awarding of these funds is 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 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.