

Council Approval Date: \_\_\_\_\_

Agenda Item: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

COMMUNITY SERVICES GRANT PROGRAM  
AGREEMENT BETWEEN  
THE CITY OF SANTA CLARITA  
AND

FOR

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA CLARITA, a municipal corporation, hereinafter referred to as “City,” and \_\_\_\_\_, hereinafter referred to as “Grantee.”

W I T N E S S E T H

WHEREAS, the City has appropriated certain funds to provide community services to eligible Santa Clarita residents and agencies; and

WHEREAS, Grantee represents that it is capable of providing such services.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. City agrees to award to Grantee and Grantee agrees to accept from City the City Council approved award of \_\_\_\_\_. Grantee agrees to spend the grant award solely and exclusively for the \_\_\_\_\_, as outlined in your program budget and approved by the City Council.

2. Grantee agrees that services to be provided under this Agreement must be adequate to ensure the maximum utilization of Grantee’s facility and services by the public and that the use of Grantee’s facility and services shall be granted to eligible residents of City.

3. Grantee shall submit final reports to City, these reports are due no later than \_\_\_\_\_. The reports shall be submitted in a narrative format no less than one page nor more than three (3) pages in length. The report shall contain the following:

- A. **PURCHASES MADE/SERVICES PROVIDED** – In detail, purchases made, services provided, and progress toward specific purpose of **City** grant funding during that reporting period as stated in **Grantee's** submitted funding application; and
  - B. **PROGRAM GOALS** – In detail, describe how the program accomplished the goals and objectives in the **Grantee's** submitted funding application.
  - C. **NUMBER SERVED BY GRANT** – Number of **City** residents served by the grant during reporting period. Number and percentage of **City** residents served versus total population served by **Grantee** during that reporting period; and
  - D. **TOTAL EXPENDITURES** – Amount spent to date; and
  - E. **ADDITIONAL DOCUMENTATION** – Copies of documentation (invoices, receipts) showing expenses paid by **City** grant and color photographs of program for which grant was awarded.
4. **Grantee** agrees that **City** may, at any time, audit any and all of **Grantee's** books, documents, or records relating to this Agreement.
5. **Grantee** agrees to indemnify, defend (at **City's** option) and hold harmless **City**, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, actions, liability, or consequential damages arising from bodily injury, death, or property damage arising out of the negligent acts or omissions of **Grantee** in its performance or failure to perform, under the terms of this agreement.
6. Without limiting **City's** right to indemnification, it is agreed that **Grantee** shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage (if applicable) and consistent with standards in such agencies as follows:
- A. Workers' Compensation Insurance as required by California statutes or qualified self-insurance as allowed under California law.

- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractor's Liability (if applicable) in an amount of not less than one million dollars (\$1,000,000) per occurrence, combined single limit.
- C. Comprehensive Automobile Liability coverage (if applicable) including owned, non-owned and hired autos, in an amount of not less than five hundred thousand dollars (\$500,000) per occurrence, combined single limit.
- D. Professional Liability Insurance coverage (if applicable) in an amount not less than one million dollars (\$1,000,000), and **Grantee** shall maintain such coverage for at least one (1) year from the termination of this Agreement.

7. **City's** Risk Manager is hereby authorized to reduce the requirements set forth above in the event he or she determines that such reduction is in **City's** best interest.

8. Each insurance certificate provided under this Agreement shall contain clauses of substantially the following form and content:

"This insurance shall not be canceled, reduced in scope or coverage below that required herein, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Santa Clarita, 23920 Valencia Boulevard, Santa Clarita, CA 91355."

"It is agreed that any insurance maintained by the City of Santa Clarita shall apply in excess of and not contribute with insurance provided by this policy."

A Certificate of Insurance naming the City of Santa Clarita, its officers, agents, employees, representatives, and volunteers shall be provided before execution of this Agreement. Prior to the execution of this Agreement, **Grantee** shall deliver to **City** insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above.

In addition to any other remedies **City** may have if **Grantee** fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, **City** may, at its sole option:

- A. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; and

- B. Order **Grantee** to stop work under this Agreement and return any portion of the unused grant, and/or withhold grant due to **Grantee** until **Grantee** demonstrates compliance with the requirements hereof; and
- C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies **City** may have and is not the exclusive remedy for **Grantee's** failure to maintain insurance or secure appropriate endorsements.

9. Nothing herein contained shall be construed as limiting in any way the extent to which **Grantee** may be held responsible for payments of damages to persons or property resulting from **Grantee's** or its subcontractor's performance of the work covered under this Agreement.

10. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the services by the **Grantee** for **City** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, either orally or otherwise, have been made by any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

11. The period of this Agreement shall extend from the effective date and expire

12. **Grantee** agrees that funds shall be disbursed or encumbered no later than \_\_\_\_\_, and that any and all funds remaining as of \_\_\_\_\_, which have not been disbursed or encumbered shall be returned to **City** unless a written extension is given by **City**.

13. **Grantee** agrees to indemnify and hold **City**, its officers, agents and employees harmless from any and all claims of the United States of America for reimbursements of funds or any portion thereof due to the improper use of funds.

14. Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all contracts entered into with the **City**. **Grantee** agrees to complete all required forms necessary to comply with EDD regulations. This requirement became effective January 1, 2001.

15. Notices and communication concerning this Agreement shall be sent to the following addresses:

City of Santa Clarita  
Attn: Kenneth W. Striplin, City Manager  
23920 Valencia Blvd. Suite 300  
Santa Clarita, CA 91350

**Grantee**

16. The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event **Grantee** fails to set forth a date of execution opposite the name(s) of **Grantee's** signator, **Grantee** hereby authorizes **City**, by and through its representative, to insert the date of execution by **Grantee's** signator(s) as the date said Agreement, as executed by **Grantee**, is received by **City**.

17. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE. The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this date of \_\_\_\_\_ .

**For Grantee:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**For City:**

By: \_\_\_\_\_

Kenneth W. Striplin, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
JOSEPH M. MONTES, CITY ATTORNEY

By: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_