

a project of



GRANT AGREEMENT

THIS GRANT AGREEMENT is made between Community Initiatives, a California nonprofit public benefit corporation ("Grantor"), on behalf of its fiscally sponsored project The John Burton Foundation, and [ORGANIZATION NAME], a nonprofit organized in California ("Grantee"), with respect to the following:

A. Grantor has obtained recognition of its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the "Code") from the Internal Revenue Service, and is not classified as a private foundation under Section 509(a) of the Code.

B. Grantee is a Network Member of the Homeless Youth Capacity Building Project (HYCBP), a program of The John Burton Foundation. Grantee's address is [REDACTED], and telephone number is [REDACTED]. Grantee's contact person for this grant is [REDACTED].

C. In furtherance of its charitable and educational purposes, Grantor now wishes to make a grant to Grantee, in the amount and on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. **Purpose of Grant.** The purpose of this grant is to further Grantor's charitable and educational purposes by awarding a Financial Assistance Grant to qualifying Network Member Organization(s) of the HYCBP. The goal of the HYCBP is to help build and strengthen organizational capacity by providing technical and financial assistance to nonprofit organizations.

2. **Source of Funds.** The HYCBP has been made possible through funding from the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA has allocated funding to the U.S. Department of Health and Human Services, Administration for Children and Families, Strengthening Communities Fund (SCF) to build the capacity of nonprofit organizations, whether secular or faith-based, to address the broad economic recovery issues present in their communities, including helping low-income individuals secure and retain employment, earn higher wages, obtain better-quality jobs, and gain greater access to state and Federal benefits and tax credits, including Recovery Act benefits.

3. **Grant Period.** The term of this round 3 grant agreement will start on [REDACTED] and will conclude on April 30, 2011. Grantee agrees to abide by the terms and conditions set forth in Exhibit 1 – Grant Objectives and Milestones to be Completed, Exhibit 2 – Project Budget, Exhibit 3 – Payment Schedule, Exhibit 4 – Reporting Timetable and Requirements, and Exhibit 5 – Financial Reporting Template.

4. **Grant Amount.** The total amount of the grant contemplated by this Agreement is [REQUESTED AMOUNT]. After the execution and delivery of this Agreement by Grantee to Grantor,

Grantor shall pay to Grantee 25% of the total grant award as the first installment on the Grant, with remaining installments to be paid according to the schedule set forth on Exhibit 3 – Payment Schedule. Grantee understands and agrees that Grantor's ability and obligation to pay any amount of the Grant to Grantee under this Agreement depends upon Grantor's receipt of sufficient funds from SCF in support of the purposes described in paragraph 1, and Grantee agrees not to take any action to require Grantor to pay to Grantee any amount under this Agreement to the extent that such funds on deposit with Grantor are insufficient on the date the amount is due to be paid to Grantee.

5. Grantee shall use the Grant solely for the purposes stated in Exhibit 1, and Grantee shall repay to Grantor any portion of the Grant that is not used for those purposes. Grantee must receive prior written approval from Grantor if there is a change in the way funds will be spent from what was approved in this Grant Agreement.
implementation.

6. Grantee shall report to Grantor or Grantor's agent in writing, following the timetable and requirements set forth in Exhibit 4, on the activities conducted by Grantee with the proceeds of the Grant and all expenditures made from Grant funds, and on Grantee's compliance with the terms of this Agreement.

7. The Grant shall not be used in any attempt to influence legislation within the meaning of Code Section 4911(d) as interpreted by applicable Treasury Regulations and rulings of the Internal Revenue Service. Grantee shall not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

8. Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the project, and the manner in which any such product may be disseminated. Grantee shall not transfer or assign this Agreement without the prior written consent of Grantor. This Agreement does not create any relationship of agency, partnership, or joint venture between the parties, and no party shall make any such representation to anyone.

9. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the Grant purposes.

10. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.

11. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the project to be funded by the Grant. This paragraph shall survive any termination of this Agreement.

12. In the event that Grantee violates or fails to carry out any provision of this Agreement,

including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to Grantee, and Grantor may demand the immediate return of all or any unexpended portion of the Grant, and Grantee shall immediately comply therewith.

13. This Agreement is subject to such additional terms and conditions as may be stated in the Exhibits attached to this Agreement.

14. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Grant Agreement on the dates set forth opposite their signatures below.

The John Burton Foundation

DATED: _____, 2010

Signed: _____

Name: Diane Matsuda
Title: Executive Director

Community Initiatives

DATED: _____, 2010

Signed: _____

Name: M. Melanie Beene
Title: President & CEO

[GRANTEE'S NAME]

DATED: _____, 2010

Signed: _____

Name: _____
Title: _____

EXHIBIT 1: GRANT OBJECTIVES AND MILESTONES TO BE COMPLETED

[GRANTEE NAME] is a Network Member of the HYCBP, and has been selected to receive a Financial Assistance Grant in Round Three to conduct the activities and complete the following milestones:

Activities	Milestones to be Completed

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EXHIBIT 2: **PROJECT BUDGET**

Expenditures of grant funds must be made substantially in accordance with the grant budget.

HYCBP Approved Budget	
Expense Description	Amount
Total	

Conditions of Award:

Funding for the Financial Assistance Grant Program of the HYCBP has been made possible by a federal grant from the U.S. Department of Health and Human Services, Administration for Children and Families, Strengthening Communities Fund (SCF) and thus, all HYCBP grantees must adhere to the guidelines and restrictions of the SCF. The Grantee agrees to follow and adhere to the additional guidelines outlined below:

- a. Grantee will continue to attend training and technical assistance sessions while simultaneously conducting the activities funded by the Financial Assistance Grant Program.
- b. Grantee agrees that the monies from the Financial Assistance Grant Program will not be used for unauthorized purposes, including inherently religious activities to support religious practices, provision of direct services, or for purposes of direct fundraising or political activity, and purchase of real estate properties.
- c. Grantee agrees to track eligible expenses according to the OMB Circular A-122 guidelines. For more information visit: http://www.whitehouse.gov/omb/circulars_a122_2004.
- d. Grantee agrees to comply with regulations and policies of the Code for Federal Regulations. The Code of Federal Regulations is a compilation of all rules and regulations of the executive departments and agencies of the Federal government. For more information visit: http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr74_06.html.
- e. Grantee is expected to follow the work plan and stay within the timeline created in the grantee's Financial Assistance Grant Program application. If there is a delay of more that one (1) month to complete the proposed activity, HYCBP must be notified.
- f. If there are any changes in personnel and budget, the Grantee must receive authorization in writing from HYCBP before expenses/changes can be made.
- g. Grantee agrees to be available for a site visit during the duration of the Financial Assistance Grant by the HYCBP or CI staff, the SCF, or other government entities and to be prepared to answer questions about the Financial Assistance Grant monies expended as well as provide other documents as requested.

EXHIBIT 3: PAYMENT SCHEDULE

Funds will be distributed in the following manner:

1. Upon receipt of the executed grant agreement (signed by all parties), the grantee will be eligible to receive 25% of the total grant award at the beginning of the grant program.
2. All other payments are subject to receipt, review and approval of required interim report(s) outlined in Exhibit 4. Grantee is to submit all reports due to the HYBCP in a timely manner. If a report has not been received, HYBCP will notify the Grantee of its nonreceipt of report(s) and may withhold future payment(s) of the Financial Assistance Grant until all report(s) are received, or the grant period expires.

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EXHIBIT 4: **REPORTING TIMETABLE AND REQUIREMENTS**

1. Grantee shall submit one copy of written reports containing (1) a description of the progress that the Grantee has made toward achieving the purpose/milestones (outlined in Exhibit 1) of this Grant, (2) a financial accounting of the expenditures of grant funds (report template included as Exhibit 5). Grantee will be required to communicate with Grantor on a monthly basis. The specific time and date of the monthly contact will be confirmed between the Grantee and Grantor before the Grant Agreement begins. During each monthly contact, the Grantee will be asked to provide an update of what is described in Exhibits 1 and 2.

In addition, Grantee will be required to submit an Interim Report and a Final Report in writing to the Grantor. The deadline for submission for the above documents will be decided upon based on the activities that will be achieved under the Grant Agreement and will be included in this Exhibit before the Grant Agreement is signed.

1. Interim Report

<u>Starting Date</u>	<u>Period Covered</u>	<u>Ending Date</u>	<u>Report Due Date</u>
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2. Final Report

<u>Starting Date</u>	<u>Period Covered</u>	<u>Ending Date</u>	<u>Report Due Date</u>
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2. Grantee shall send reports by first class mail, postmarked no later than the due date shown above, to:

The John Burton Foundation
235 Montgomery Street, Suite 1142
San Francisco, CA 94104
Attn: HYCBP

3. Grantee's recordkeeping and inspection requirements are as follows: Grantee shall maintain books to that the SCF grant funds are segregated in a separate fund account and not intermingled with other funds. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. Grantee shall keep records to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times for review and audit. Grantor may also monitor the Grant or verify any information contained in the Grantee's reports by interviewing the Grantee's personnel. Grantee shall keep copies of all such books and records at a location known to and accessible to Grantor for at least three years after completion of the use of the grant funds. The requirements of this paragraph shall survive any termination of this Agreement.

Exhibit 5: **FINANCIAL REPORTING TEMPLATE**

Grantee Name:

Grant Number:

Grant Period:

Reporting Period:

Expenses Description	Approved Budget (1)	Previously Reported Expenses (2)	Current Expenses (3)	Cumulative Expenses (4) {2+3}	Balance (5) { 1 - 4 }
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Please include the following supporting documentation for the above expenses:
Invoices, Reimbursement Request with receipts, Cancelled Checks, Consultant Agreements

Grantee certifies that:

The total **Current Expenses** (column 3) are eligible expenses, as set forth in Exhibit 2 (Project Budget) and are in compliance with requirements and conditions also noted in Exhibit 2.

Prepared By:
Contact Email:
Phone Number:

Signature: _____ Date: _____