



CITY OF SAINT HELENA NON-PROFIT GRANT PROGRAM AGREEMENT

This Non-Profit Grant Program Agreement ("Agreement") is made on August 15, 2017 between the City of Saint Helena ("City") and NapaShakes, Napa Valley Shakespeare ("Grantee").

Background

- A. The City adopted the Non-Profit Grant Program ("Program") to the City's mission and goals and provide direct programs, projects or services to St. Helena residents.
- B. Pursuant to City Council Resolution number 2015-130, Program grants may be awarded to nonprofit agencies that promote the City's mission and goals and provide direct programs, projects or services to St. Helena residents.
- C. Grantee submitted an application for a Program grant to assist in completing NapaShakes on Screen at the Cameo Cinema & In St. Helena Schools ("Project").
- D. On June 13, 2017, the City Council awarded a Program grant to Grantee as part of the annual budget process.
- E. The parties would like to memorialize the terms of the grant.

Agreement

The parties agree as follows:

- 1. **Nonprofit Status.** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code (the "Code"), and Grantee will inform the City immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- 2. **Grant.** Subject to the terms and conditions in this Agreement, the City agrees to provide to Grantee a grant in an amount not exceeding \$10,000 ("Grant").
- 3. **Purpose of Grant.** The Grant may be used by Grantee solely for the purpose(s) described in Attachment A hereto.
- 4. **Project Completion/Grant Period.** Grant Funds will be available for the Fiscal Year in which this Agreement is made. All funds must be expended between July 1 and June 30. One six-month extension to this deadline may be permitted upon the written approval by the City Manager or designee. The City may request that Grantee return any grant unexpended grant funds remaining at the end of the Grant Period.
- 5. **General Provisions.**
 - a. The Grant is solely a monetary contribution and not a co-sponsorship of the Project or partnership with the City.
 - b. Grantee shall comply with any applicable regulations and permit requirements for the Project.
 - c. The Grant is not authorization of use of City property.
 - d. Grant funding may not exceed the amount stated in Section 2, regardless of the cost of the Project.




- e. The Grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without the City's prior written approval.
 - f. Grantee shall not assign or transfer any portion of the Grant without the prior written consent of the City.
 - g. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds.
6. Revocation of Grant. The Grant may be revoked by City in the event Grantee breaches any provision of this Agreement, including the failure to properly document Project expenses or contributions or expend Grant funds for Project related expenses.
7. Publicity. The City encourages publicity of the Grant in all of Grantee's relevant published materials— brochures, programs, annual reports, etc. In materials specific to the Project, Grantee agrees that it will include the following language: *"Made possible in part by a grant from the City of Saint Helena"* and list the City and the Grant in all published lists of Project donors.
8. Reporting.
- a. Grantee will provide to the City an Annual Report at the end of Grantee's current fiscal year (by June 30).
 - b. Please include several photographs of the completed Project with the final report (digital files preferred). Grantee agrees that the City may use and reproduce the photographs for any purpose the City deems appropriate.
 - c. Completed reports and photographs should be sent U.S. mail to 1480 Main Street, Saint Helena CA 94574, Attention: Grants Manager.
 - d. Forms referenced in this Agreement are attached
 - e. Grantee will provide promptly such additional information, reports and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the City.
9. Insurance, Defense and Indemnity. Grantee shall maintain such insurance as will fully protect both Grantee and the City from any or all claims under any workers' compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by Grantee or by anyone directly or indirectly engaged or employed by Grantee. The City shall not be liable for, and Grantee shall defend and indemnify the City and its council members, officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, federal, state or local taxes or contributions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to the City's provision of funds and/or Grantee's use of City funds under this Agreement arising either directly or indirectly from any act, error, omission, or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants.
10. Governing Law. This Agreement shall be construed and interpreted according to the laws of the



State of California.

11. Corporation Qualified to Do Business in California. If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
12. Terms and Conditions Survive Expiration of Term of Agreement. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 5 above.

Executed as of the day and year first above stated.



Grantee Signature

Laura Rafaty, Producer
Print Name and Title



Signature – City of Saint Helena

Mark Prestwich, City Manager
Print Name and Title



ATTACHMENT A

Grant funds will be used for the NapaShakes on Screen at the Cameo Cinema and In St. Helena Schools