

COMMUNITY FUNDING AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 002577

AGREEMENT BETWEEN THE CITY OF MENLO PARK AND BOYS & GIRLS CLUBS OF THE PENINSULA

THIS AGREEMENT made and entered into at Menlo Park, California, this 12 day of February 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and BOYS & GIRLS CLUBS OF THE PENINSULA, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, FIRST PARTY provides Expanded Learning Time Programs at the McNeil Family Clubhouse and Belle Haven Elementary School; and

WHEREAS, FIRST PARTY has requested financial assistance in order to conduct the program for residents of City during the fiscal year commencing July 1, 2018, and ending June 30, 2019; and

WHEREAS, City has reviewed said request and desires to allocate to FIRST PARTY the sum of fifteen thousand and no/100 dollars (\$15,000).

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. FINANCIAL ASSISTANCE

City shall allocate to FIRST PARTY the sum of fifteen thousand and no/100 dollars (\$15,000) for exclusive use by FIRST PARTY during the fiscal year commencing July 1, 2018, and ending June 30, 2019, solely for the purposes described in paragraph 2

2. USE OF FUNDS

FIRST PARTY shall use the funds provided pursuant to paragraph 1 solely for the Program purposes described in the approved Community Funding Program Application, with no less than 85% of City funds granted used for direct services as opposed to administrative costs.

3. CHANGES TO PROGRAM

No changes in the program described in this agreement which are funded by the financial assistance provided under paragraph 1 shall be made without the prior written consent of City.

4. PAYMENTS

FIRST PARTY shall keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this agreement. Payments of funds allocated pursuant to paragraph 1 shall be made to FIRST PARTY once the agreement is executed.

5. STANDARD OF SERVICE

FIRST PARTY warrants to City that it will perform all Program activities funded hereunder in accordance with the highest standards and shall be responsible for, and hold City harmless from any failure to provide such activities in accordance with such standard. FIRST PARTY shall verify that all activities funded hereunder benefit only residents within City's corporate limits.

6. ANNUAL REPORT

FIRST PARTY shall submit a narrative report to City at the end of the fiscal year describing the activities funded under this agreement. Said report shall include the total number of direct beneficiaries with demographic information regarding ethnicity, age and other data as required by City.

7. FINANCIAL STATEMENT/ANALYSIS; AUDIT

<p>FIRST PARTY shall make available to City, or the public, upon request, a financial statement and analysis setting forth in detail the manner in which, and the specific purposes for which, the funds paid hereunder were expended to the date of such accounting. In addition to the foregoing, and in any event, FIRST PARTY shall submit to City no later than July 31, 2019, a detailed financial statement and analysis setting forth the foregoing information. Said statement and analysis may be combined with the end of the year narrative report submitted pursuant to paragraph 6.</p>
<p>8. AUDIT; MONITORING</p>
<p>City may audit the records and accounts of FIRST PARTY for the purpose of verifying expenditures by FIRST PARTY of funds provided hereunder or verifying statements or analyses made or provided by FIRST PARTY hereunder. FIRST PARTY shall respond to, and comply with, any audit exception made or taken by City relating to FIRST PARTY's performance or failure to perform hereunder. FIRST PARTY shall pay City the full amount owing to City determined to be owing as a result of any such audit exception.</p>
<p>9. CONTRACTOR'S STATUS</p>
<p>In the performance of the obligations set forth in this agreement, FIRST PARTY shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City.</p>
<p>10. HOLD HARMLESS</p>
<p>FIRST PARTY hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents, and employees (collectively, "Indemnities") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnities, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of FIRST PARTY, its officers, agents or employees under this agreement.</p> <p>The duty of FIRST PARTY to defend, indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require FIRST PARTY to indemnify Indemnities against any responsibility or liability in contravention of Section 2782 of the California Civil Code.</p>
<p>11. NON-DISCRIMINATION AND EQUAL OPPORTUNITY</p>
<p>FIRST PARTY hereby warrants and agrees that, in the performance of this agreement, it will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against person because of their age, except upon the basis of bona fide occupational qualification, retirement plan or statutory requirement, and will not specify, in solicitations or advertisement for employees to work on this agreement, a maximum age limit, unless such limit is based upon bona fide occupational qualification, retirement plan or statutory requirement.</p> <p>FIRST PARTY further warrants and agrees that it will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor; and that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. FIRST PARTY will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.</p>
<p>12. NON-DISCRIMINATION BASED ON DISABILITY</p>
<p>FIRST PARTY hereby agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled.</p>

13. INTEREST OF PUBLIC OFFICIALS
No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this agreement or FIRST PARTY's Program during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement or a related subcontract agreement, or the proceeds thereof. FIRST PARTY shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.
14. LOBBYING PROHIBITED
Funds provided under this agreement shall not be used by FIRST PARTY for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.
15. RELIGIOUS ACTIVITY PROHIBITED
There shall be no religious worship, instruction or proselytizing as a part of, or in connection with the performance of this agreement.
16. PARAGRAPH HEADINGS
Paragraph headings and sub-paragraph headings are used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FIRST PARTY:

Peter Fortenbaugh
Signature

1/22/19
Date

Peter Fortenbaugh
Printed Name

CEO
Title

94-1552134
Tax ID#

APPROVED AS TO FORM:

William L. McClure
William L. McClure, City Attorney

2/12/19
Date

CITY OF MENLO PARK:

Stana Jerome-Robinson
Stana Jerome-Robinson, Interim City Manager

2/13/19
Date

ATTEST:

Judi Herren
Judi Herren, City Clerk

2/14/19
Date