

**GRANT SERVICES AGREEMENT
CITY OF RICHMOND
ENVIRONMENTAL & COMMUNITY INVESTMENT AGREEMENT
COMMUNITY GRANT PROGRAM**

Department: City Manager’s Office	Project Manager: LaShonda White
Project Manager’s E-mail: lashonda_white@ci.richmond.ca.us	Project Manager’s Phone Number: (510) 620-6828
Grantee:	Grantee E-mail and Phone Number:
Vendor No: _____	P.O./Contract No: _____
Term: 7/1/19 - 6/30/20	Payment Limit: \$_____
Program/Project Title:	
Program/Project Summary:	

THIS AGREEMENT is entered on _____, 2019 (Effective Date) by and between the City of Richmond, a municipal corporation and charter city (City) and _____, a California nonprofit corporation (Grantee).

RECITALS

A. On July 29, 2014, the Richmond City Council approved the Chevron Environmental and Community Investment Agreement (ECIA) between Chevron Products Company and City. The ECIA provides for the investment of Ninety Million Dollars (\$90,000,000) to the Richmond community over ten (10) years. The ECIA includes investments in community programs, a scholarship program, competitive community grants, community-based greenhouse gas reduction programs, and a photovoltaic solar farm.

B. The ECIA in part allocates Six Million Dollars (\$6,000,000) over ten years to a competitive grant program (Grant). The amount available for the FY 2019-2020 (July 1, 2019 – June 30, 2020) Grant cycle is Six Hundred Thousand Dollars (\$600,000) (Grant Budget), of which a minimum of \$200,000 of the Grant Budget is dedicated to fund programs supporting youth and/or youth sports, and a maximum of \$150,000 of the Grant Budget is available to organizations with annual budgets over \$750,000.

C. On February ____, 2019, Grantee submitted a Grant application that was evaluated and recommended for funding by the ECIA Grant Review Panel and approved by the City Council on _____, 2019. Grantee and City now wish to enter into this Agreement for the provision of Grantee’s Program (as defined below) as approved by the City Council.

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTILCE I
PROVISIONS

Section 1.1 Scope of Services.

A. Program Delivery. Grantee shall, to the satisfaction of City, perform and provide the program and/or services outlined in the Service Plan attached hereto and made a part hereof as Exhibit A (Program).

B. General Administration. Grantee shall provide program management and general administrative services to support the Program. Administrative support includes, but is not limited to the following: data collection and analysis, preparation and submission of a mid-year and a final (close-out) report, budget preparation and submission of demands for reimbursement, and any other function that will ensure compliance with this Agreement.

C. Staffing. For each employee funded by the Grant, Grantee shall provide the name of such employee(s), title, description of job responsibilities, hourly base pay rate or billable rate, and an estimate of time to be spent on the Program by employee per pay period. Such staff information shall be submitted within thirty (30) days of the Effective Date. Grantee shall inform City in writing, within ten (10) working days, of any changes of such staff that occur during the Term.

D. Performance Monitoring. City shall have the right to monitor Grantee's compliance with the goals and performance standards established in this Agreement. Substandard performance as determined by City shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Grantee within thirty (30) days after being notified by City, this Agreement may be suspended or terminated. Substandard performance may be shared with future ECIA Grant Review Panel members, City Council and/or City staff and may impact Grantee's ability to apply for and/or receive future City funds, including Grant funds.

E. Site Visits and Meetings. City may coordinate at least one (1) site visit of every Grant funded Program during the Term. City may also convene at least one (1) mandatory meeting and/or training session. City will provide Grantee timely notice for each such meeting or training session.

Section 1.2 Term.

This Agreement shall commence effective July 1, 2019, and shall terminate on June 30, 2020, and thereafter the Agreement shall be null and void and of no further force or effect, except as to those provisions which expressly survive the termination of the Agreement. The Term may be extended to June 30, 2021, contingent on the availability of Grant funds and Grantee's satisfactory performance of the Program, at City's sole and absolute discretion.

Section 1.3 Funding.

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current Grant Budget for the purposes of this Agreement and no liability shall be incurred by City, or any

other department of City, beyond the monies budgeted and available for this purpose. The Agreement is not a general obligation of City. Neither the full faith and credit, nor the taxing power of City is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond those monies appropriated in the current Grant Budget for the purposes of this Agreement.

ARTICLE II DISBURSEMENT LIMIT

Section 2.1 Amount.

It is expressly agreed and understood that the total amount to be disbursed by the City under this Agreement shall not exceed \$_____ (Disbursement Limit). To the extent practicable, the use of Grant funds shall be used on a pro rata basis with other funds provided to the Program.

Section 2.2 Demands.

The Project Manager will award a fifty percent (50%) advance payment of the Disbursement Limit to Grantee (Advance Payment). Grantees receiving an Advance Payment, may be eligible for an additional advance of thirty-five percent (35%), contingent upon the submission of complete and adequate reporting and invoicing documentation, as set forth in Section 4.1(C) of this Agreement. Unless the Project Manager approved Advance Payment, Grant funds will be disbursed on a reimbursement basis. The remaining fifteen percent (15%) will be reserved until the completion of the grant program and final submittal of all required documentation.

It is Grantees responsibility to ensure that Grant funds are used only for the eligible costs and amounts specified in the Program Budget, attached hereto and made a part hereof as Exhibit B. Should Grantee fail to use Grant funds in accordance with the Program Budget, the payment of Grant funds may be suspended or terminated.

Section 2.3 Non-Liability.

City shall not be liable for any cost that (a) has been paid, reimbursed or is subject to payment or reimbursement, from any other source; (b) was incurred prior to the beginning date of this Agreement; (c) is not in accordance with the terms of this Agreement including all attachments; or (d) has not been billed to City within thirty (30) calendar days after the date this Agreement terminates.

ARTICLE III LIMITATION ON CITY OBLIGATIONS

Section 3.1 Limitations.

A. Nothing in this Agreement shall make Grantee or Grantee's employees (a) subject to any of the memoranda of understanding that apply to employees of City, (b) subject to the Personnel Rules that apply to employees of City, (c) subject to any of the benefits received by employees of City, including but

not limited to, Medical, Dental, Vision, Retirement, Vacation Sick Leave, and Administrative Leave, (d) covered by City's Workers' Compensation Insurance, (e) employees of City for purposes of the Tort Claims Act (Govt. Code Sections 825 et seq).

B. Grantee and Grantee's employees shall not be protected by the same immunities and right to indemnification and defense extended by the Tort Claims Act (Govt. Code Sections 825 et seq) to public employees.

Section 3.2 Termination for Convenience.

This Agreement may be terminated by the City, at its sole and absolute discretion, upon thirty (30) days advance written notice thereof to Grantee, or cancelled immediately by written mutual consent.

ARTICLE IV ADMINISTRATIVE REQUIREMENTS

Section 4.1 Financial Management.

A. Accounting Standards. Grantee shall adhere to Generally Accepted Accounting Principles, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping.

- (1) Records to be Maintained. Grantee shall maintain all records required that are pertinent to the activities to be funded under this Agreement, in a manner satisfactory to the City.
- (2) Retention. Grantee shall retain all records related to the Program for a period of five (5) years after the termination of all activities funded under this Agreement
- (3) Client Data. Grantee shall maintain client data demonstrating client eligibility for the Program, including client name, address, basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (4) Close-Outs. Grantee's obligation to City shall not end until all close-out requirements are completed, including preparation of a close-out report (Close-Out Report) at the end of the Term. Activities during the Close-Out period shall include, but are not limited to: submission of the Close-Out Report, making final payments, submission of the Final Invoice (as defined below), and the return of unspent cash advances.
- (5) Audits and Inspections. All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within thirty (30) days after receipt of such report by Grantee. Failure by Grantee to comply with any

audit requirements shall constitute a breach of this Agreement and may result in the withholding of future payments.

C. Reporting and Payment Procedures.

- (1) Budgets. The Program Budget (Exhibit B) shall include a list of expenditures to be met with Grant funds. City and Grantee may agree to revise the Program Budget from time to time in accordance with existing City policies.
- (2) Payment Procedures. Subject to the Disbursement Limit, City will pay Grant funds available under this Agreement based upon information submitted by Grantee and consistent with the Program Budget and City policies concerning such payments. Payments will be made for eligible expenses actually incurred by Grantee up to the Disbursement Limit. Any funds remaining shall revert back to City. Payments will be adjusted by City in accordance with any advance payments to Grantee.
- (3) Invoices. Invoices shall contain, but not be limited to, the following information in sufficient detail and be submitted in a form which adequately demonstrates consistency with the Service Plan and Program Budget:
 - a. Number of hours Grantee staff performed work per task;
 - b. Number of hours per staff member being billed for which stipends have been paid;
 - c. Hourly or flat rate provided; and
 - d. Itemization of any other direct costs (e.g. supplies, travel, operating expenses, etc.) incurred for which reimbursement is being requested within that invoice period.
- (4) Required Supporting Documentation. The following Required Supporting Documentation must be submitted with each Invoice, as applicable:
 - a. Every Invoice must be accompanied by a Progress Report, with the exception of the final invoice which must be accompanied by a Close-Out Report. Each Invoice must contain all of the information specified in the Grant Report Template, attached hereto and made a part hereof as Exhibit C.
 - b. If stipends are included in the Invoice, the Invoice must be accompanied by copies of participant's daily logs or timesheets covering all stipend hours for which reimbursement is being requested.
 - c. If the Invoice is requesting reimbursement of any other direct costs (any costs other than staff time or stipends such as supplies, travel, operating expenses, etc.), the Invoice must be accompanied by copies of actual itemized invoices or receipts for all applicable direct costs.
 - d. If staff time is included in the Invoice, City may request that the Invoice be accompanied by copies of timesheets covering all staff hours for which reimbursement is being requested.

- (5) Progress Reports. Grantee shall submit mid-year grant report (Progress Report) to the City in the form and content as set forth in Exhibit C (Grant Report Template). Mid-year Grant Report is due no later than January 31, 2020:

<u>Period to be covered</u>	<u>Due Date</u>
July 1 through December 31	January 31

- (6) Close-Out Report. The Close-Out Report, covering the entire grant period, is due no later than forty-five (45) days after the end of the Term.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture by and between City and Grantee or their agents, employees, including Grantee's employees, or subcontractors, and Grantee shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its employees, agents, or both, perform the services required of it by the terms of this Agreement. Grantee has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of the Program under this Agreement.

Section 5.2 Compliance with Laws.

A. Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws, disability laws, including the Americans with Disability Act, employment discrimination laws, living wage and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Municipal Code of the City of Richmond (Municipal Code), including Chapter 2.28 and Chapters 2.50, 2.52, 2.56, 2.60, and 2.65 if applicable, which are herein incorporated by reference.

B. Grantee acknowledges that under Section 2.60.070 of the Municipal Code (Living Wage Ordinance), Grantee shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in Section 2.60.070 of the Municipal Code, Grantee shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

C. Grantee shall comply with Section 2.28.030 of the Municipal Code obligating every contractor or subcontractor under a contract or subcontract with City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Section 5.3 Publicity and Acknowledgement of Support.

Grantee shall give appropriate credit to City and the ECIA program for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Program and services performed pursuant to this Agreement, including but not limited to any tangible final products produced pursuant to this Agreement. Copies of such materials shall be provided to City for review. Grantee hereby grants to City the right and authority to publicize City and ECIA program support for the Program in press releases, publications, and other public communications of any type including, without limitation, digital and web publications, and to use Grantee's name, likeness, logo or other official representation of Grantee in such communications.

Web Site Links: Grantee grants revocable permission to City to place links to Grantee's web site on City's ECIA web site. City grants revocable permission to Grantee to place links to City's ECIA web site on Grantee's web site.

Section 5.4 Background Checks.

If Grantee provides services to youth or other vulnerable populations (elderly, differently-abled, etc.), Grantee shall require comprehensive background checks and finger printing of all employees and/or volunteers that work directly with youth or such other vulnerable populations.

Section 5.5 Default.

In the event Grantee fails to perform properly any of its obligations hereunder and such failure of performance is not cured by Grantee within thirty (30) days after receipt of written notice from City or if the cure takes longer than thirty (30) days, if Grantee fails to commence to cure or within a reasonable time thereafter fails to complete the cure, City may in addition to any other remedies, suspend or terminate this Agreement, complete Grantee's obligations in any reasonable manner it chooses, or operate or maintain the Program as the City may deem necessary to fulfill requirements of the Grant. Grantee shall reimburse City for any costs or expenses incurred by City because of such failure to perform. If Grantee fails to comply with any of rules, regulations, ordinances, requirements or provisions of City, in addition to other remedies as provided by law, this Agreement may be suspended or terminated.

Section 5.6 Copyright.

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

Section 5.7 No Claims.

Nothing contained in this Agreement shall create or justify any claim against City by any person that Grantee may have employed or with whom Grantee may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services for the Program or otherwise.

Section 5.8 Indemnification.

A. To the fullest extent permissible by law, Grantee shall indemnify, defend and hold harmless, and require its contractors and subcontractors to defend, indemnify and hold harmless, City, and its elected and appointed officials, and all of their employees and agents (Indemnified Parties), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, Claims), resulting from injury to or death sustained by any person (including Grantee's or any contractors' or subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Claims arise out of or are in any way connected with the provision of Program services hereunder or this Agreement, regardless of Grantee's fault or negligence; provided, however, that Grantee's indemnity obligations hereunder shall not apply to the extent any Claims are caused by the sole and active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Grantee and its contractors and subcontractors shall extend to Claims asserted after termination of this Agreement for whatever reason.

B. In Claims against any person or entity indemnified under Section 5.8A above by an employee of Grantee, or its contractors and subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 5.8A above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

Section 5.9 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of City shall be personally liable to Grantee in the event of any default or breach by City or for any amount which may become due to Grantee or its successor or on any obligation under the terms of this Agreement.

Section 5.10 Insurance.

Grantee shall submit to City evidence of and keep current the insurance coverage meeting the general requirements set forth in Exhibit D "Insurance Requirements."

Section 5.11 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 5.12 Conflict of Interest.

A. Except for approved eligible administrative or personnel costs, no person described in Section 5.12B below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the

proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Grantee shall exercise due diligence to ensure that the prohibition in this Section 5.12A is followed.

B. The conflict of interest provisions of Section 5.12A apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of City, or any person related within the third (3rd) degree of such person.

Section 5.13 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and:

If intended for City shall be addressed to:

City of Richmond
450 Civic Center Plaza, Suite 300
Richmond, California 94804
Attention: City Manager

With copy to:

City of Richmond
450 Civic Center Plaza, Suite 340
Richmond, CA 94804
Attention: City Attorney

If intended for Grantee shall be addressed to:

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 5.14 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 5.15 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties.

Section 5.16 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 5.17 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 5.18 Waivers.

Any waiver by City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City to any act or omission by Grantee shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Grantee's written consent to future waivers.

Section 5.19 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 5.20 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties.

Section 5.21 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF RICHMOND:

Carlos Martinez
City Manager

Date

Approved as to form:

Bruce Goodmiller
City Attorney

Attest:

Pamela Christian
City Clerk

GRANTEE:

Name

Date

Title

Signature

EXHIBIT C
GRANT REPORT TEMPLATE
(The Grant Report Template may be updated by the City of Richmond at any time)

FY 2019-2020
RICHMOND – ECIA COMMUNITY GRANT PROGRAM
PROGRESS REPORT

Organization: _____

Fiscal Sponsor: _____

Contact Person: _____

Reporting Period (7/1/19 – 12/31; 1/1/20 – 6/30/20): _____

Project Expenses to Date: Attach complete Progress Report to each Invoice being submitted for any reimbursable costs incurred during this reporting period.

Brief Description of the Program:

Provide a brief description of the project/programs your organization is providing with ECIA Grant funds. Activities must be consistent with the Service Plan attached as Exhibit A to the Grant Services Agreement.

Tasks Accomplished and Successes to Date:

Provide information (narrative and/or bullet points) about the various tasks that your organization has completed in whole or in part during the reporting period. Tasks should be consistent with those identified in the Service Plan for the reporting period. If specific tasks were not accomplished and specific goals were not met (as described in the table below), please provide an explanation of why.

Complete Chart Below

Chart should be completed using information from Grant Agreement. Add lines if needed.

Program Component	Program Outcome	Indicator/ Measurement	Goal	1st Term		2nd Term		Grant End
				7/1/2019	12/31/2019	1/1/2020	6/30/2020	7/1/2019 - 6/30/2020
				Target at period end		Target at period end		Cumulative target at grant end
School Preparedness	Students return to class with adequate supplies	# of backpacks distributed	100	60	60	60	120	
		# of volunteers	20	5	3	8		

Challenges:

List any issues/problems identified during this reporting period which may impact the program/project's ability to achieve the intended outcome(s) identified in the Service Plan.

Lessons Learned:

Share any lessons learned from participants, staff and/or the community during the reporting period.

Other Project Information:

Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.

Attachments:

- *Mandatory: Funding Request-related documents (timesheets, receipts, payroll records, etc.)*
- *Pictures (mandatory with final report – digital pictures preferred eciagrants@ci.richmond.ca.us)*
- *Participant feedback ((e.g. quotes, emails/letters, summarized findings from surveys)*
- *Requests for budget and/or program modifications (templates found at www.ci.richmond.ca.us/eciagrants)*

EXHIBIT D
INSURANCE REQUIREMENTS

During the entire term of this Contract and any extension or modification thereof, the Grantee shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation insurance as required by the State of California including Employer's Liability (for CONTRACTOR's with employees);
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" located at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate) . Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond Insurance Requirements – Type 5:
Vendors, Suppliers, Small Grant Recipients & Nonprofit
Organizations**

Automobile Liability (If auto is used.)	\$1,000,000 per occurrence for bodily injury and property damage.
Fidelity Bond/Crime Coverage <i>(Applies if receiving City funds.)</i>	In an amount stipulated by City depending upon the scope of Contract. <i>(Usually based upon the amount of money the Contractor is handling that could be embezzled over a period of time.)</i>

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> <p>SAMPLE ENDORSEMENT can be found at: http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance providing coverage during the life of this contract.</p> <p>SAMPLE ENDORSEMENT can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the contractor shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

<p style="text-align: center;">City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations</p>
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Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin**. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

IRS Form 990

Form 990	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)	OMB No. 1545-0047	Form 990 (2006)	Page 2
Department of the Treasury Internal Revenue Service The organization may have to use a copy of this return to satisfy state reporting requirements.		Open to Public Inspection		
A For the 2006 calendar year, or tax year beginning , 2006, and ending , 20				
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending		C Name of organization NAME Number and street (or P.O. box if mail is not delivered to street address) Room/suite City or town, state or country, and ZIP + 4 ADDRESS		D Employer identification number : E Telephone number ()
G Website: ▶		F Accounting method: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) ▶		
J Organization type (check only one) ▶ <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H and I are not applicable to section 527 organizations. H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input type="checkbox"/> No H(b) If "Yes," enter number of affiliates ▶ H(c) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," attach a list. See instructions.) H(d) Is this a separate return filed by an organization covered by a group ruling? <input type="checkbox"/> Yes <input type="checkbox"/> No		
K Check here <input type="checkbox"/> if the organization is not a 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A return is not required, but if the organization chooses to file a return, but not to state return.		I Group Exemption Number ▶		
L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶		M Check <input type="checkbox"/> if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).		
Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)				
1 Contributions, gifts, grants, and similar amounts received:				
		1a		
		1b		
		1c		
		1d	GIFTS RECEIVED	
		1e		
		2		
		3		
		4		
		5		
		6a		
		6b		
		6c		
		7		
		8a		
		8b		
		8c		
		8d		
		9a		
		9b		
		9c		
		10a		
		10b		
		10c		
		11		
		12	REVENUE	
		13		
		14		
		15		
		16		
		17	EXPENSES	
		18		
		19		
		20		
		21		
Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See the instructions.)				
		22a	(A) Total	(B) Program services
		22b	(C) Management and general	(D) Fundraising
		23	GRANTS PAID	
		24		
		25a		
		25b		
		25c		
		26		
		27		
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		38		
		39		
		40		
		41		
		42		
		43a		
		43b		
		43c		
		43d		
		43e		
		43f		
		43g		
		44	PROGRAM SERVICES	
Joint Costs. Check <input type="checkbox"/> if you are following SOP 98-2. Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," enter (i) the aggregate amount of these joint costs \$; (ii) the amount allocated to Program services \$; and (iii) the amount allocated to Management and general \$; and (iv) the amount allocated to Fundraising \$				
For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form 990 (2006) Form 990 (2006)				

Part III Statement of Program Service Accomplishments (See the instructions.)

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

What is the organization's primary exempt purpose? ...

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

Program Service Expenses (Required for 501(c)(3) and (4) orgs. and 4947(a)(1) trusts; but optional for others.)

a ...

GRANTS PAID

(Grants and allocations \$) If this amount includes foreign grants, check here

b ...

(Grants and allocations \$) If this amount includes foreign grants, check here

c ...

(Grants and allocations \$) If this amount includes foreign grants, check here

d ...

(Grants and allocations \$) If this amount includes foreign grants, check here

e Other program services (attach schedule)

(Grants and allocations \$) If this amount includes foreign grants, check here

f Total of Program Service Expenses (should equal line 44, column (B), Program services).

Part IV Balance Sheets (See the instructions.)

Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.

Table with columns (A) Beginning of year and (B) End of year. Rows include Assets (45-59), Liabilities (60-66), and Net Assets or Fund Balances (67-74). Total assets and total liabilities are both 59.

Part IV-A Reconciliation of Revenue per Audited Financial Statements With Revenue per Return (See the instructions.)

Table with 5 columns: Description, a, b, c, d, e. Rows include Total revenue, gains, and other support per audited financial statements, Amounts included on line a but not on Part I, line 12, and Total revenue.

Part IV-B Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Table with 5 columns: Description, a, b, c, d, e. Rows include Total expenses and losses per audited financial statements, Amounts included on line a but not on Part I, line 17, and Total expenses.

Part V-A Current Officers, Directors, Trustees, and Key Employees (List each person who was an officer, director, trustee, or key employee at any time during the year even if they were not compensated.) (See the instructions.)

Table with 5 columns: (A) Name and address, (B) Title and average hours per week devoted to position, (C) Compensation (If not paid, enter -0-), (D) Contributions to employee benefit plans & deferred compensation plans, (E) Expense account and other allowances. Large text 'OFFICERS, DIRECTORS, TRUSTEES, AND KEY EMPLOYEES' is centered in the table.

Part V-A Current Officers, Directors, Trustees, and Key Employees (continued)

Table with 3 columns: Question, Yes, No. Rows include 75a (Total number of officers, directors, and trustees permitted to vote on organization business at board meetings), 75b (Are any officers, directors, trustees, or key employees listed in Form 990, Part V-A, or highest compensated employees listed in Schedule A, Part I, or highest compensated professional and other independent contractors listed in Schedule A, Part II-A or II-B, related to each other through family or business relationships?), 75c (Do any officers, directors, trustees, or key employees listed in Form 990, Part V-A, or highest compensated employees listed in Schedule A, Part I, or highest compensated professional and other independent contractors listed in Schedule A, Part II-A or II-B, receive compensation from any other organizations, whether tax exempt or taxable, that are related to the organization?), and 75d (Does the organization have a written conflict of interest policy?).

Part V-B Former Officers, Directors, Trustees, and Key Employees That Received Compensation or Other Benefits (If any former officer, director, trustee, or key employee received compensation or other benefits (described below) during the year, list that person below and enter the amount of compensation or other benefits in the appropriate column. See the instructions.)

Table with 5 columns: (A) Name and address, (B) Loans and Advances, (C) Compensation (if not paid, enter -0-), (D) Contributions to employee benefit plans & deferred compensation plans, (E) Expense account and other allowances.

Part VI Other Information (See the instructions.)

Table with 3 columns: Question, Yes, No. Rows include 76 (Did the organization make a change in its activities or methods of conducting activities?), 77 (Were any changes made in the organizing or governing documents but not reported to the IRS?), 78a (Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return?), 78b (If "Yes," has it filed a tax return on Form 990-T for this year?), 79 (Was there a liquidation, dissolution, termination, or substantial contraction during the year?), 80a (Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?), and 81a (Enter direct and indirect political expenditures. (See line 81 instructions.)).

Form 990-N

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2015

Open to Public Inspection

A For the 2015 Calendar year, or tax year beginning 2015-01-01 and ending 2015-12-31

B Check if available

- Terminated for Business
- Gross receipts are normally \$50,000 or less

C Name of Organization: CIRCADIAN SLEEP DISORDERS

NETWORK INC
4619 Woodfield Rd,
Bethesda, MD, US, 20814

D Employee Identification

Number 45-3041974

E Website:

www.CircadianSleepDisorders.org

F Name of Principal Officer: Peter Mansbach

4619 Woodfield Rd,
Bethesda, MD, US, 20814

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.



Form 990-N E-filing Receipt - IRS Status: Accepted

1 message

epostcard@urban.org <epostcard@urban.org>

Sat, Jan 9, 2016 at 8:11 AM

To: [Redacted]

Organization: [Redacted]

Submission Type: Form 990-N

Year: 2014

Submission ID: [Redacted]

e-File Postmark: 1/9/2016 11:00:00 AM

Accepted Date: 1/9/2016

The IRS has accepted the e-Postcard described above. Please save this receipt for your records.

Thank you for filing.

e-Postcard technical support
Phone: 866-255-0654 (toll free)
email:ePostcard@urban.org



Exhibit E

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

YOUR NONPROFIT, INC.
P. O. BOX 123
MISSION WAY, CA 95050

Employer Identification Number:
12-3456789
DLN:
123456789910
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required
Yes
Effective Date of Exemption
January 3, 2002
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because of this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Ms. Mission

Director, Exempt Organization

Letter 111

This document is a sample for the sole purpose of displaying what an IRS determination letter looks like. This is not an actual determination letter. The use of this document is intended strictly for informational purposes and not any commercial purpose. This document is not for sale.