

AGREEMENT BETWEEN THE
CITY OF COTTONWOOD AND

FOR
BUILDING COMMUNITY GRANT PROGRAM

This is an Agreement by and between the City of Cottonwood, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and _____, an Arizona nonprofit corporation, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, the CITY released a grant application package entitled Building Community Grant Program in _____, 20__, to provide a structured application process for nonprofit organizations providing local services or programs to apply for grant funding from the CITY; and

WHEREAS, the GRANTEE submitted an application in response to the Building Community Grant Program; and

WHEREAS, the Cottonwood City Council at their regular meeting of _____, 20__ approved an allocation of grant funding to the GRANTEE.

NOW THEREFORE IN CONSIDERATION of the covenants, terms, conditions and compensation set forth herein, the parties hereto agree as follows:

Section 1. Purpose of the Agreement

The CITY hereby contracts with the GRANTEE to provide Healthier Community Scholarships to be applied toward housing costs for qualified applicants.

Section 2. Scope of Services

The GRANTEE will operate and administer Healthier Community Scholarships to be applied toward housing costs for qualified applicants, and as more specifically set forth in the GRANTEE'S proposal attached hereto, and incorporated herein as Exhibit "A".

Section 3. Term

The Agreement shall become effective July 1, 20__. The Agreement will remain effective until all grant funds are expended, and all reporting as required herein is completed or through June 30, 20__, whichever occurs first.

Section 4. Termination

This Agreement may be terminated by either party without cause upon thirty (30) days written notice. Upon termination the GRANTEE shall be compensated only for the prorated services already provided. In any event the GRANTEE shall not be compensated for more than the total amount set forth in Section 5 of this Agreement.

If, a dispute arises between the parties as to the services provided under this Agreement, or any other terms, the CITY representative and the GRANTEE representative shall meet and attempt to resolve the dispute prior to either party terminating the Agreement.

Section 5. Compensation

The CITY shall pay the GRANTEE, unless terminated, a maximum of _____ Dollars (\$_____) during the term of this Agreement as provided for below:

1. _____ (\$_____) upon effective date of the Agreement.
2. The remaining _____ Dollars (\$_____) will be disbursed quarterly, following the expenditure of the initial _____ Dollars (\$_____), and upon invoice from the GRANTEE as reimbursement for actual costs incurred during the period in providing the services set forth in Section 2.

Section 6. Reporting

The GRANTEE agrees to report to the CITY on the following basis:

1. Quarterly Report: The Grantee shall prepare and deliver to the Administrative Services General Manager within thirty (30) days after the end of each successive quarter, a narrative summary of accomplishments and activities achieved during the respective quarter and a financial report of expenditures for the same.
2. Closing Report: The GRANTEE shall prepare and deliver within sixty (60) days of either the program completion or June 30, 2016 whichever is first, a closing report detailing a complete fiscal and performance report for the program covered under this Agreement.

Section 7. Indemnification

The GRANTEE does hereby covenant and agree to indemnify and hold harmless the CITY, the Mayor and City Council, appointed boards and commissions, officers and employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees or liability of any kind, and does hereby agree to, and does assume all risk in the performance of this Agreement and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of the performance of this Agreement.

Section 8. Insurance

During the term of this Agreement the GRANTEE shall maintain in effect, at minimum, the following insurance coverage:

1. General Liability, in the amount of \$1,000,000.00.
2. Automobile Liability in the amount of \$500,000.00.
3. Workers Compensation, as required by Arizona law.

Such policy or policies shall be issued by insurance companies authorized to do business in the State of Arizona and having agents upon whom service of process may be made in the State of Arizona. GRANTEE shall specifically protect CITY as an additional insured under all of the policies.

The CITY shall be provided thirty (30) days prior written notice of any cancellation of any insurance policies.

Section 9. Notice

Whenever either party desires to give notice unto the other, such notice shall be in writing, sent by United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall be changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice:

For the City of Cottonwood

Douglas Bartosh,
City Manager City of Cottonwood
827 North Main Street
Cottonwood, AZ 86326

Name of "GRANTEE"

Contact name
Not-for-profit name
Address
City, State, & Zip

Section 10. Arizona Law

This Agreement shall be governed by the laws of the State of Arizona and any legal action concerning the provisions hereof shall be brought in Yavapai County, Arizona.

Section 11. Entire Agreement and Modification

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

Section 12. Conflict of Interest

This Agreement may be cancelled for a conflict of interest pursuant to the terms of A.R.S. 38-511.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates under each signature.

City of Cottonwood

Name of Organization

Diane Joens, Mayor

Director, _____

Dated this ___ day of ____, 20__

Dated this ___ day of ____, 20__

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq., City Attorney