

**AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and**

**for the
ENGAGE, EMPOWER, ELEVATE GRANT**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ of March, 2022, by and between the City of Flagstaff, a municipal corporation (the “City”), and _____, an Arizona _____, with offices at _____ (the “Grant Recipient”). In this Agreement, the City and Grant Recipient may be referred to individually as Party or collectively as the Parties.

RECITALS

- A. The Engage, Empower, Elevate Grant was created by the City of Flagstaff Sustainability Section as a pilot program to address two challenges in our community: (1) the record high number of unsheltered community members, and (2) keeping Flagstaff litter free; and
- B. The City of Flagstaff, through its Sustainability Section, is interested in providing grant funding to a local organization to create a program to employ those experiencing or at risk of homelessness in Flagstaff to abate litter within City limits; and
- C. After reviewing multiple project proposals, the City of Flagstaff Sustainability Section selected _____ to be the recipient of its first Engage, Empower, Elevate Grant; and
- D. The Parties are entering into this Agreement to establish the terms and conditions under which _____ is receiving the Grant Funds.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. GRANT RECIPIENT'S PROJECT

1.1 Project Summary. The Grant Recipient hereby agrees to receive the Engage, Empower, Elevate Grant and complete the project described in the Project Summary attached as **Exhibit A** and incorporated by reference into this Agreement (the “Project”). The Grant Funds will be used for general operational expenditures related to the Project’s goals and objectives, which are detailed in the Project Summary.

1.2 Project Timeframe. The Project must be completed within twelve (12) months of the grant being awarded. The twelve-month completion period may be extended by the mutual written consent of the Parties.

1.3 Changes to Project Summary. Grant Recipient is being awarded the Grant Funds to implement the project described in Grant Recipient’s application, and the City expects

Grant Recipient to use the Grant Funds to achieve the Project's described goals and objectives. No amendment(s) shall be made to the Project Summary except by mutual written consent of the Parties. To obtain an amendment to the Project Summary, Grant Recipient must submit a revised Project Summary with a written request for approval. If approved by City, a Project Summary amendment will be drafted and executed by duly authorized signatories before the amendment will become effective.

2. **AMOUNT AND NATURE OF GRANT AWARD**

2.1 Grant Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will award Grant Recipient **thirty thousand dollars (\$30,000)** (the "Grant Funds") to implement the Project. Grant Recipient agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Grant Recipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Grant Recipient shall not use the Grant Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Grant Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 Grant Funds Disbursement. The City will disburse Grant Funds as a one-time payment in full to Grant Recipient. Disbursement of Grant Funds will be provided within thirty (30) days after the effective date of this Agreement.

2.3 Documentation of Expenses. Full documentation of eligible expenses must be provided within thirty (30) days following completion of the Project or termination of this Agreement. Copies of all eligible expense receipts totaling the grant award amount must be submitted in PDF format. If the total documented eligible expenses are less than the grant award amount, the unused funds must be returned to the City.

2.4 Limitations on Use of Funds. The Grant Funds may only be used to pay for expenses related to Project administration, as detailed in the Project Summary. Grant funding CANNOT be used for any of the following:

- a. To purchase land or buildings;
- b. To match or augment other City-funded projects;
- c. Project activities outside Flagstaff City limits;
- d. Personal expenses of individuals employed by Grant Recipient;
- e. Grant Recipient expenses not related to the Project.

Any Grant Funds spent on expenses unrelated to the Project will be deemed ineligible expenses and may require that Grant Recipient return Grant Funds to the City pursuant to Section 2.3 above.

3. REPORTING

3.1 Monthly Reporting. The Grant Recipient will provide monthly reports within five (5) working days of the last day of the month. Each monthly report must include the number of Project participants, number of hours worked by each participant, total pay received by each participant, and number of bags of trash and recycling collected. Grant Recipient will work cooperatively with the Community Stewards Program to report needs, successes, and challenges as they occur.

3.2 Final Report. A final report must be provided by the Grant Recipient within thirty (30) days following completion of the Project. The final report must include aggregate calculations of the information provided in prior monthly reports and photo or video documentation of the Project. A final report template will be provided.

3.3 City Council Presentation. Grant Recipient commits to appear before City Council to present its final report and participate in public outreach opportunities related to the grant award. The presentation must highlight project accomplishments, new partnerships, and challenges/difficulties faced.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date set forth above and will terminate upon the City's acceptance of Grant Recipient's final report, unless terminated earlier as provided herein.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Documentation and Record-Keeping. The Agency shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement.

5.2 Audits and Inspections. All of the Grant Recipient's records with respect to any matters covered by this Agreement shall be made available to the City at any time during normal business hours, as often as the City or grantor agency deems necessary, unless otherwise protected by law. Failure of the Grant Recipient to comply with the above audit requirements will constitute a violation of this Agreement.

6. INDEPENDENT ENTITY STATUS

The Grant Recipient takes full responsibility for the Project and Project participants. The Grant Recipient is an independent entity in the performance of its activities and functions. The Grant Recipient and City are not and shall not be considered partners or agents of each other and neither shall have the power to bind or obligate the other. Under no circumstances will the Project be considered a joint venture between the City and the Grant Recipient. The Grant Recipient's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. The Grant Recipient shall be responsible for all Project participant claims for Workers' Compensation benefits, or other claims by participants arising as a result of activities

funded in whole or in part from the proceeds of this Agreement, and the Grant Recipient shall hold the City harmless for any and all such claims.

7. UNFORESEEN DELAY IN PERFORMANCE

Grant Recipient shall not be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project if delay in the performance of such obligations is due to unforeseeable circumstances beyond its control. The time for performance may be extended for any period of the unforeseen delay, as determined by the City.

8. INSURANCE

8.1 The Grant Recipient shall procure and maintain commercial general liability and workers' compensation insurance with the following minimum policy limits:

a. Commercial General Liability - Occurrence Form

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000

b. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee.....	\$ 500,000
Disease-Policy Limit.....	\$ 500,000

8.2 Minimum Requirements. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Grant Recipient from liabilities that might arise out of the performance of the Project, and the Grant Recipient is free to purchase additional insurance as may be determined necessary.

8.3 Verification of Coverage. The Grant Recipient shall furnish the City with Certificates of Insurance as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. The Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and

approve all certificates of insurance and endorsements before the Agency commences work.

8.4 Failure to Maintain. Each insurance policy required by this Agreement shall be in effect at or prior to execution of this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

9. DEFAULT/REMEDIES

In the event of any default or breach of this Agreement or any of its terms or conditions by either Party, such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. Any established breach or default shall be remedied within fourteen (14) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within fourteen (14) days, the aggrieved Party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Grant Recipient, the City, at its sole election and in addition to any other remedy, may immediately seek reimbursement of unused funds previously disbursed.

10. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, the Grant Recipient agrees to defend, indemnify, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation, and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of the Grant Recipient or any of Grant Recipient's directors, officers, agents, employees, or volunteers in connection with or incident to this Agreement. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

11. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

If to City:

If to Grant Recipient:

Stacey Brechler-Knaggs

Grants Administrator
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227

Copy to:

Marissa Molloy
City of Flagstaff Sustainability Program
419 N. Mogollon St.
Flagstaff, AZ 86001
928-213-2152

12. NON-DISCRIMINATION

The Grant Recipient shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

13. COMPLIANCE WITH ALL LAWS

The Grant Recipient shall comply with all City, State, and Federal laws and regulations, including the City of Flagstaff's Minimum Wage Ordinance (City Code Chapter 15-01).

14. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

15. DISPUTE RESOLUTION

The Parties shall have the right to litigate any disputes that arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party.

16. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be terminated pursuant to the provisions of A.R.S. 38-511.

17. NO ASSIGNMENT

This Agreement is not assignable by any of the Parties. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

18. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

19. INTEGRATION; MODIFICATION

The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

20. AUTHORITY TO CONTRACT

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this _____ day of _____, 20____.

City of Flagstaff

[Grant Recipient]

City Manager

[Title]

Attest:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A
Project Summary