

GRANT AGREEMENT

Community Resource ARPA Program

(AGENCY)

This Grant Agreement ("Agreement") is made and entered into on March 1, 2023, by and between Lake Havasu City, a municipal corporation of the State of Arizona ("City"), and (AGENCY) ("Agency"). The parties agree as follows:

1. PROJECT

Agency was awarded a Lake Havasu City Community Resource American Rescue Plan Act ("ARPA") Program Grant for _____. ("Project.")

2. TERM

The term of this Agreement is effective beginning March 1, 2023, and continues until the Project is completed, the grant funding is exhausted, or this Agreement is otherwise terminated.

3. Agency Services and Responsibilities:

3.1. Agency agrees to prepare, retain, and permit City to inspect all records as City deems necessary for the purposes of carrying out the provisions of this Agreement. Agency agrees to keep a separate accounting of the funding it receives from City and all other sources. Agency agrees that City may audit its records.

3.2. Agency agrees to submit Quarterly Reports to the City including status of Project and anticipated date of completion and summary of City grant funding used on Project to date as follows:

	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
Report Period	March 1 – May 31	June 1 – August 31	Sept 1 – Nov 30	Dec 1 - Feb 28
Due Date	May31	August 31	Nov 30	Feb 28

3.3. All reports and related supporting documents shall be filed with the City's Administrative Services Department, 2330 McCulloch Blvd. N., Lake Havasu City, AZ 86403, attention Trinna Ware.

4. Funding

4.1. City agrees to provide funding to Agency for the Project in an amount not to exceed \$(AMOUNT).

4.2. The funding provided pursuant to the provisions of this Agreement shall be used by Agency solely for the purpose of the Project and for secular purposes only.

4.3. Any funds not spent in accordance with this Agreement shall be refunded to City within thirty (30) days of the date of demand made upon Agency by City for those funds.

5. AGENCY STATUS

5.1. It is understood and agreed by the parties that Agency is and shall remain an independent contractor under this Agreement and that Agency shall be

liable to City for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

- 5.2. Agency must comply with ARIZ. REV. STAT. §§ 1-501 and 1-502 with regard to demonstrating lawful legal presence in the United States when applying to receive a local public benefit.

6. **CONFLICT OF INTEREST**

6.1. Agency stipulates that its officers and employees do not now have a conflict of interest and further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

6.2. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

7. **LIABILITY AND INDEMNITY**

7.1. Nothing in this Agreement shall be construed to give any person other than City and Agency any legal or equitable right, remedy, or claim under this Agreement; but it shall be held to be for the sole and exclusive benefit of City and Agency.

7.2. To the fullest extent permitted by law, Agency agrees to indemnify, defend, save, and hold harmless the City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees ("Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) to which any Indemnitee may become subject, under any theory of liability ("Claims") to the extent that Claims are caused by the negligent acts, recklessness, or intentional misconduct of the Agency, its officers, employees, agents, or an tier of subcontractor in connection with Agency's work or services in the performance of this Agreement. This Indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law or arising out of the failure of Agency to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Agency agrees it will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable.

8. **DISCRIMINATION**

Agency shall not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry with respect to the programs and services it maintains and provides. Violation of this section will result in automatic termination of this Agreement and Agency must promptly repay to City all funds provided and distributed pursuant to this Agreement.

9. **TERMINATION CLAUSE**

This Agreement may be terminated by either party upon ninety (90) days written notice to the other of its intention to terminate unless stated otherwise in this Agreement. Upon termination under this section, the grant funding shall be

refunded to the City a pro-rata basis based on percentage of completion of the Project.

10. NOTICE

Notice shall be given to City by personal delivery to, or by mailing by certified mail addressed to, Administrative Services, 2330 McCulloch Boulevard North, Lake Havasu City, AZ 86403. Notice directed to Agency shall be mailed by ordinary mail to the Agency at the address provided below in this Agreement, or another address as may furnished to City in writing.

11. ASSIGNMENT

Agency may not assign its rights in this Agreement without the written consent of City; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

12. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13. GOVERNING LAW

The laws of the State of Arizona shall be applied in interpreting and construing this Agreement.

14. WAIVER OF PERFORMANCE

No failure by City or Agency to insist upon the strict performance of any term or condition of this Agreement or to exercise any right, power, or remedy consequent upon a breach of this Agreement and no submission by Agency or acceptance by City during the continuance of any breach shall constitute a waiver of any breach or of any term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the respective rights of Agency or City with respect to any other then existing or subsequent breach.

15. NO PARTNERSHIP; NO THIRD PARTY RIGHTS

Nothing contained in this Agreement creates any partnership, joint venture, or other arrangement between City and Agency. Except as expressly provided, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party.

16. SECTION HEADINGS

The section headings contained in this Agreement are for purposes of convenience and reference only and shall not limit, describe, or define the meaning, scope or intent of any of the terms or provisions. All grammatical usage is deemed to refer to the masculine, feminine, neuter, singular, or plural as the Agreement may require.

17. ENTIRE AGREEMENT

This document represents the entire Agreement of the parties and merges and supersedes any and all prior understandings, whether oral or written, touching on the subject matter and any amendment or modification shall be effective only if in writing signed by both parties.

18. MULTIPLE ORIGINALS

This document may be signed in duplicate originals for the purpose of providing each party with a completely executed original.

19. SIGNATURES

AGENCY: (AGENCY)

CITY: LAKE HAVASU CITY

Jess Knudson, City Manager Date

(NAME, TITLE) Date

APPROVED AS TO FORM:
Lake Havasu City Attorney's Office

City Attorney