

**GRANT AGREEMENT BETWEEN
COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO
AND THE CITY OF (MEMBER)
FOR (INSERT PROJECT TITLE)**

THIS GRANT AGREEMENT ("**Agreement**") is by and between Community Planning Association of Southwest Idaho, organized pursuant to Idaho Code §§ 67-2326-2333 ("**COMPASS**"), and the City of (Member) ("**Member**"), a governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

RECITALS

WHEREAS, the Project (defined below) contemplated by this Agreement is of mutual interest and benefit to (Member), and to COMPASS; and

WHEREAS, the COMPASS Board of Directors ("**Board**") approved the formation of this Agreement on August 28, 2017, for the reimbursement of funds expended by (Member) to (Insert Project Description/Location) (the "**Project**"), as part of the *Communities in Motion* Implementation Grant Program.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, COMPASS and (Member) agree to the following:

Article 1 – Purpose

- 1.1 This Agreement is to provide for reimbursement from COMPASS to (Member) for a portion of the costs for the Project, up to (**Insert \$ Amount**).

Article 2 – Scope of Work; Contacts; Commencement

- 2.1 (Member) agrees to develop and perform the tasks to implement the Project, as outlined in (Member)'s COMPASS Funding Application, attached as **Exhibit A** and made a part of this agreement ("**Application**").
- 2.2 (Member)'s project manager, who is responsible for carrying out the provisions of this Agreement and coordinating with employees and contractors, where appropriate, is:

Name: (Insert Name and Title)
Mailing Address: (Insert Complete Address)
Phone: (Insert Phone)
Email: (Insert Email Address)

- 2.3 COMPASS' project manager, who is responsible for communications with (Member), processing reimbursement requests, reviewing monthly reports, and providing program information to the Board is:

Name: Kathy Parker, Resource Development-Principal
Planner
Mailing Address: 700 NE 2nd Street, Suite 200, Meridian, ID 83642
Phone: 208-475-2240
Email: kpark@compassidaho.org

- 2.4 The Effective Date of the Agreement shall be the date that it is signed by the authorized representative for the City of (Member).
- 2.5 (Member) is expected to commence work on the Project in a timely manner following the execution of this agreement, to allow sufficient time for the Project to be completed no later than September 15, (Insert Year).

Article 3 – Reports and Conferences

- 3.1 During the term of this Agreement, representatives of (Member) will meet with representatives of COMPASS at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of the Project.
- 3.2 (Member) agrees to recognize and include COMPASS in promotional activities related to the Project, including, but not limited to, press releases, web postings, flyers, ground breaking ceremonies, and so forth. (Member) agrees that COMPASS may include its involvement in the Project in COMPASS' own promotional materials and activities.
- 3.3 (Member) shall provide reports to COMPASS by the 10th calendar day of each month through the duration of this Agreement, or until the Project is complete, beginning 30 calendar days after the Effective Date. Reports may be submitted electronically to the COMPASS project manager. Monthly reports should include activities on the Project during the period since the previous report, plans for the upcoming period, and whether the Project is on time and on budget.
- 3.4 A final report shall be submitted within 30 days after completion of the Project but no later than September 20, (Insert Year). The final report shall include a brief summary of activities accomplished throughout the Agreement period, copies of final plan documents or other Project materials

produced in the Agreement period, and photos of completed construction of the Project, where applicable.

Article 4 – Costs, Billings, and Other Support

- 4.1 (Member) shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement in a timely manner.
- 4.2 (Member) shall provide a minimum match of 7.34% to reimbursements from COMPASS. (Member) may provide a match greater than 7.34%, but the match from (Member) may not be less than 7.34% of actual expenses incurred for the Project.
- 4.2 (Member) will invoice COMPASS for reimbursement of labor, services, materials, and other expenses as described in the Application attached as **Exhibit A**. The request for reimbursement shall include (i) receipts or other supporting documentation of actual expenses incurred, (ii) **proof of payment of those expenses by (Member)**, and (iii) documentation of the minimum match of 7.34% of actual expenses incurred.
- 4.3 COMPASS shall reimburse (Member) within 30 days of receipt of reimbursement requests for costs incurred after the effective date of this agreement, provided all required documentation is attached to the request. It is agreed to and understood by the parties that the total reimbursement from COMPASS to (Member) shall not exceed the sum of (Insert \$ Amount).

Article 5 – Indemnification

- 5.1 (Member) agrees to indemnify and hold harmless COMPASS and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by (Member)'s negligence or intentionally wrongful acts during the performance of this Agreement by (Member) or (Member)'s agents, employees, or representatives. In case any action or proceeding is brought against COMPASS or its officers, agents, or employees by reason of or arising out of connection with (Member)'s negligence or intentionally wrongful acts during the performance of this Agreement, (Member), upon written notice from COMPASS, shall, at (Member)'s expense, resist or defend such action or proceeding.

Article 6 – Agreement and Application Modification

- 6.1 Any decrease in the matching of costs, extension in the completion of the Project beyond September 15, (Insert Year), change in the Project's Scope of Work as set forth in Article 2, or other modification or amendment of either this Agreement or the Application shall be valid only if made in writing

and approved by mutual agreement of authorized representatives of the parties.

Article 7 – Accounting; Retention of Records

- 7.1 (Member) is required to ensure that adequate and functional financial management and oversight controls are in place.
- 7.2 (Member) shall maintain an adequate accounting system and track the Project labor and other expense information. (Member) shall keep and maintain financial accounts, documents and records related to the expenditures reimbursed pursuant to this Agreement, in accordance with generally accepted accounting principles, and shall allow COMPASS or its agents to review and audit same at any time upon reasonable notice. (Member) and COMPASS shall make all such accounts, documents, and records available for inspection as otherwise may be required by law.
- 7.3 (Member) shall retain and keep accessible all such accounts, documents and records for a minimum of three years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the effective date of termination of this Agreement. If there are unresolved audit or other accounting questions remaining at the end of the three-year period, (Member) shall retain the records until the questions are resolved.

Article 8 – Duration and Termination

- 8.1 This Agreement shall become effective on the Effective Date, and shall continue until the Project and final report to COMPASS are complete, but shall end no later than September 15, (Insert Year), unless a subsequent time extension is mutually agreed upon between the parties.
- 8.2 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement.
- 8.3 If (Member) defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably and solely determined by COMPASS, COMPASS may give written notice to (Member) (i) terminating this Agreement effective seven calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting that (Member) cure within ten calendar days from the date of notice. If (Member) fails to cure per the request of COMPASS, COMPASS may give notice to (Member) of immediate termination.
- 8.4 If sufficient funds are not provided from applicable federal, state, local or other sources to permit COMPASS in the exercise of its reasonable administrative discretion to continue this Agreement, or if COMPASS or the

program for which this Agreement was executed is abolished, COMPASS may terminate this contract without further liability by giving (Member) not less than ten (10) calendar days written notice.

Article 9 – Responsibilities and Maintenance

- 9.1 By signature on this agreement with COMPASS, (Member) certifies that any interested COMPASS member agency was given the opportunity to participate in the Project.
- 9.2 (Member) shall comply with best practices and approved standards, and all applicable regulations regarding the Project.
- 9.3 (Member) shall be responsible for completion of the Project construction and all future maintenance or repair of the Project as necessary.

Article 10 – Civil Rights Act

- 10.1 During performance of work covered by this agreement, (Member) for itself, its assignees, agents, employees, subcontractors and successors agrees that it will comply with all regulations and requirements of the U.S. Department of Transportation relative to Title VI of the Civil Rights Act of 1964, as amended. (Member) shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract; or any other individual or firm providing or proposing to provide services based on race, color, sex, national origin, age or handicap/disability. In all solicitations for subcontracts, (Member) shall provide notice of the civil rights requirements of this agreement, (Member) shall provide all necessary or required information and reports as determined to be necessary by COMPASS and the appropriate federal agency.

Article 11 - Miscellaneous

- 11.1 Without the prior written consent of COMPASS, this Agreement is not assignable by (Member) either in whole or part.
- 11.2 No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- 11.3 If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or

application, and to this end the provisions of this Agreement are severable.

- 11.4 This Agreement is solely for the benefit of the parties, and no right, privilege, or cause of action shall accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under this Agreement or any provisions or conditions hereof.
- 11.5 This Agreement, together with the Application and the documents incorporated herein by reference, if any, sets forth the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein.
- 11.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by e-mail or other means of electronic communication producing a printable copy will be deemed to be an execution and delivery of this on the date of such communication by the party so delivering such a copy. The party so delivering such a copy via electronic communication shall deliver an executed original of this Agreement to the other party upon request; provided, however, that a party's failure to so deliver an original counterpart shall not affect the enforceability, validity, or binding effect of this Agreement.
- 11.7 If the liability of either party hereto is limited by the Idaho Tort Claims Act (Idaho Code §§ 6-901 et seq.), nothing in this Agreement is intended, nor may it be construed to increase the limits of liability of a party as capped by said Act, if applicable, or to otherwise lessen the protections afforded a party under said Act.
- 11.8 (Member) shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof.
- 11.9 The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.
- 11.10 Time is of the essence with respect to the performance of all of the terms, conditions and provisions of this Agreement and the Application.
- 11.11 If the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for such notice or performance shall be postponed until the next business day.

11.12 Each party, promptly upon the request of the other, shall execute and deliver to the other any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

11.13 In the event any dispute arises between the parties related to this Agreement, the parties shall first attempt to resolve the dispute by direct discussions. To that end, they shall consult and negotiate with each other, and at least set aside one day to meet in person, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the parties do not reach such solution through negotiation within a period of 10 business days, thereafter, the parties shall be free to pursue any remedy to which they may be entitled in law or equity, subject to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

COMPASS:

Community Planning Association
of Southwest Idaho

City of (Member):

Matthew J. Stoll
Executive Director

Date: _____

Date: _____

Exhibit List:

Exhibit A – Phase I Application and Attachments