GRANT AGREEMENT

BY AND BETWEEN

CITY OF OSKALOOSA, IOWA

AND

______________________________

THIS GRANT AGREEMENT (hereinafter called “Agreement”), is made on or as of the ___ day of _______________, 20__, by and between the CITY OF OSKALOOSA, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa, and ___________________________ (the “Non-Profit Organization”), an Iowa _____________________, doing business at _______________________________, Iowa __________. The City and the Non-Profit Organization are the parties to this Agreement.

WITNESSETH:

WHEREAS, the Non-Profit Organization has completed and submitted a Non-Profit Funding Request to the City Manager of the City pursuant to the City’s Non-Profit Funding Request Policy, adopted by the City Council by Resolution #11-10-70, and subsequently amended; and

WHEREAS, the City Council has met to determine its quality-of-life priorities that enrich the health and well-being of local citizens and concluded that ___[Insert relevant priority] is among its priorities for Fiscal Year_____; and

WHEREAS, the City is willing to expend public funds to ensure the Quality-of-Life Improvement Services may continue within the City for the public’s benefit; and

WHEREAS, the City believes a grant to the Non-Profit Organization generates warranted public gains and the fulfillment of this Agreement is in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of the Non-Profit Organization. The Non-Profit Organization makes the following representations and warranties:
a. The Non-Profit Organization is an Iowa __________________ duly organized and validly existing under the laws of the State of Iowa and registered to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. The Non-Profit Organization shall continue to operate within the City until the Termination Date of this Agreement.

c. The Non-Profit Organization shall operate its organization and expend all grant funds received from the City under this Agreement in compliance with all federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any employee, contractor, person, or other funding recipient because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

ARTICLE II. QUALITY-OF-LIFE IMPROVEMENT SERVICES

Section 2.1. Quality-of-Life Improvement Services.

a. For the purposes of this Agreement, “Quality-of-Life Improvement Services” means:

[Insert Organization’s Response to Non-Profit Funding Request Policy Question 3(a)(iii)]

b. The Quality-of-Life Improvement Services provide a benefit to the City’s citizens by:

[Insert Organization’s Response to Non-Profit Funding Request Policy Question 3(a)(iv)]

c. The Non-Profit Organization shall continue to provide Quality-of-Life Improvement Services within the City until the Termination Date of this Agreement and shall expend all grant funds received from the City under this Agreement in furtherance of Quality-of-Life Improvement Services.

Section 2.2. Certification. To assist the City in monitoring the Agreement and performance of the Non-Profit Organization hereunder, a duly authorized officer of the Non-Profit Organization shall provide to the City a certification in the form of Exhibit A containing the following information:

a. Certification that, since the date of this Agreement, the Non-Profit Organization has continued to operate within the City;

b. Description of the Quality-of-Life Improvement Services provided by the Non-Profit Organization within the City since the date of this Agreement, along with associated costs, and any other use of Grant funds for special projects or capital expenditures in conjunction with the provision of the Quality-of-Life Improvement Services; and
c. Certification that the executing officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and at all times since the date of this Agreement, the Non-Profit Organization is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof, and certificate from the Non-Profit Organization shall be provided not later than ________________, following execution of this Agreement. See Exhibit A for the form required for the Annual Certification.

Section 2.3. Available Information. Upon the City’s request, the Non-Profit Organization shall promptly provide the City with copies of information requested by City that are related to this Agreement so the City may determine compliance with this Agreement.

ARTICLE III. GRANT

Section 3.1. Annual Grant. For and in consideration of the obligations being assumed by the Non-Profit Organization hereunder to benefit the citizens of Oskaloosa, the City agrees, subject to the Non-Profit Organization being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Article IV, to make a one-time payment to the Non-Profit Organization in an amount of $_____________ (the “Grant”), to be paid by the City on or before ________________, 20__. 

Section 3.2. Conditions Precedent. Notwithstanding the provisions of Section 3.1 above, the obligation of the City to make the Grant shall be subject to and conditioned upon the following:

a. The Non-Profit Organization being and remaining in compliance with the terms of this Agreement at the time of payment, including but not limited to the Non-Profit Organization’s continued performance of Quality-of-Life Improvement Services; and

b. The City has sufficient funds in its General Fund, not allocated to another purpose, to pay the Grant Instalment.

Section 3.3. Limitations on Grants; Legal Constraints. Notwithstanding the provisions of Section 3.1 hereof, the City shall have no obligation to make a Grant payment to the Non-Profit Organization if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of funds in its General Fund to fund the Grant payment to the Non-Profit Organization, as contemplated under said Section 3.1, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to the Non-Profit
Organization, and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to the Non-Profit Organization.

ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

(a) Failure of the Non-Profit Organization to continue its operations, including but not limited to the Quality-of-Life Improvement Services, until the Termination Date;

(b) Failure by the Non-Profit Organization to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or

(c) Any representation or warranty made by the Non-Profit Organization in this Agreement or in any written statement or certificate furnished by the Non-Profit Organization pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days’ written notice by the City to the Non-Profit Organization of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Non-Profit Organization does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) The City may terminate this Agreement; or

(b) The City may demand immediate repayment of the full amount of the Grant (if already paid to the Non-Profit Organization); or

(c) The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Non-Profit Organization under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be
limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE V. MISCELLANEOUS

Section 5.1. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Non-Profit Organization, is addressed or delivered personally to ______________________________, Iowa Attn: _______________; and

b. In the case of the City, is addressed to or delivered personally to the City at City Hall, 220 South Market Street, Oskaloosa, Iowa 52577, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 5.2. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.5. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 5.6. Termination Date. This Agreement shall terminate and be of no further force or effect on and after ________________ (the “Termination Date”), unless terminated earlier under the provisions of this Agreement. A new Agreement may be formed pursuant to the processes and requirements of the City’s Non-Profit Funding Request Policy.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Non-Profit Organization has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages to follow.]
CITY OF OSKALOOSA, IOWA

By: ________________________________

ATTEST: _________________, Mayor

By: _________________________, 

_______________, City Clerk

STATE OF IOWA )

) SS

COUNTY OF MAHASKA )

On this _______ day of ________________________, 20__, before me a Notary Public in and for said State, personally appeared ___________ and __________, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Oskaloosa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

________________________________________
Notary Public in and for the State of Iowa

[Signature Page to Grant Agreement – City of Oskaloosa]
STATE OF IOWA  
)  
COUNTY OF ______________  
)

On this _____ day of _____________, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared ______________, to me personally known, who, being by me duly sworn, did say that he is the ______________ of ______________, an Iowa ______________, and that said instrument was signed on behalf of said non-profit corporation; and as said officer acknowledged the execution of said instrument to be the voluntary act and deed of said non-profit corporation, by him/her voluntarily executed.

______________________________________________
Notary Public in and for the State of Iowa

[Signature Page to Grant Agreement – ________________]
(the “Non-Profit Organization”)  

______________________________________________

an Iowa ____________________________

By: ________________________________

Name: ______________________________

Its: ________________________________