AGREEMENT FOR [fiscal year] DIVERSITY, EQUITY & INCLUSION FUNDING

THIS AGREEMENT, dated __________________________ for the convenience of the parties hereto, is between the City of San Luis Obispo, a chartered municipal corporation (referred to herein as CITY) and ________ [Organization] (referred to herein as CONTRACTOR).

WITNESSETH:

WHEREAS, CONTRACTOR, has requested CITY to contribute to the ______ [Program Name] program to provide the services described in the [Grant Year Dates] DE&I Funding Application dated submitted to the CITY by [due date year] (“Application”) and stored in the Administrative office at 919 Palm St. San Luis Obispo, CA 93401, and

WHEREAS, said services will be available to residents of the City, thereby serving both a public and municipal purpose.

NOW, THEREFORE, CITY and CONTRACTOR for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree as follows:

1. CONTRACTOR will make its services, as described in its Application, incorporated by reference, available to CITY residents on a regular basis for the period of Month, Day, 20__ through Month, Day, 20__.

2. CONTRACTOR will provide CITY with a 90-day progress report, due Date 20XX, a mid-year impact report, due Date 20XX, and final program report, due Date 20XX, summarizing administrative, financial, and client service activities. Said reports shall be in the form of "Exhibit A", attached hereto.

3. CONTRACTOR and all of its agents, representatives, or participants in any manner in the performance of its obligations and duties hereunder, shall be employees, independent contractors, or volunteers for CONTRACTOR. They shall not for any purpose be considered employees or agents of the CITY.

4. CONTRACTOR agrees to hold CITY harmless, and to defend CITY against, from, and in any claim, action, proceeding, or hearing wherein there is an allegation charging liability on the part of the CITY as a result of any act or omission, negligent or otherwise, by CONTRACTOR.

5. CITY agrees to pay CONTRACTOR a one-time only grant, in the sum of [Grant Amount] to be used as described in the Application. The grant will be paid in one installment when a signed contract is received.

6. The City Manager may terminate this agreement at his sole discretion, after a public hearing and upon ten (10) days written notice to CONTRACTOR. Said termination shall be effective thirty (30) days after CITY mails notice of termination of agreement to CONTRACTOR. Any funds not paid pursuant to paragraph 5 above shall revert to CITY upon said termination.
7. CONTRACTOR hereby certifies and agrees that it will comply with the City’s commitment which creates an environment within the City in which all persons can enjoy equal rights and opportunities regardless of race, religion, sex, national origin, sexual orientation, age, physical, mental, or economic status.

8. For purposes of notice under this agreement, all notices shall be considered effective upon being sent by certified mail to the following addresses:

CITY:
City of San Luis Obispo
919 Palm Street
San Luis Obispo, CA 93401
Attn: City Manager

GRANTEE:
[Grantee Address as listed on the Application]
Attn: Contact Name

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their proper officers duly authorized:

[ORGANIZATION]
By: ____________________________
   Signature
Its: ____________________________
   Title

CITY OF SAN LUIS OBISPO, A MUNICIPAL CORPORATION
By: ____________________________
   City Manager

APPROVED AS TO FORM:
By: ____________________________
   City Attorney