



NOTICE OF GRANT AWARD AGREEMENT

For

FUNDING FROM HYATT PROCEEDS

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and <Grant Recipient>, <a not-for-profit corporation>, hereinafter called “**RECIPIENT**”.

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 50-585, and the City’s Grant Policy related to Hyatt sale proceeds, **CITY** desires to provide support for various City Council District improvement plans funded through the approved allocations of Hyatt sale proceeds received by the City of Wichita for such purposes, and

WHEREAS, **CITY** has requested received and evaluated proposals for such purposes, which were reviewed by a Grant Review Committee comprised of various **CITY** staff and/or other members, and

WHEREAS, **RECIPIENT** has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **RECIPIENT** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **RECIPIENT** shall provide to the **CITY** and complete all those services specified in the Grant Application and as defined in Exhibit A, which is incorporated herein by reference.

2. Payment. In exchange for these services **CITY** agrees to pay to **RECIPIENT** the sum of <Amount (\$xxx,xxx)>, payable in accordance with the terms agreed upon by the Scope of Services. All payments will be upon presentation of a detailed invoice by **RECIPIENT** or recipient of services.

3. Acceptance Procedure. **RECIPIENT** shall render the deliverables described in Exhibit A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **RECIPIENT**'s performance in fulfilling this agreement.

4. Term. The term of this agreement shall be from **<DATE> through <DATE>**, **2017**.

5. Time of Performance. The services of the **RECIPIENT** are to commence as soon as practicable after the date of this agreement, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this agreement within the agreed term.

6. Indemnification. **RECIPIENT** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **RECIPIENT**, its officers, agents, servants, or employees, occurring in the performance of its services under this agreement.

7. Grantor-Grantee Relationship. The relationship of **RECIPIENT** to the **CITY** will be that of a Grantee. No employee or agent of the **RECIPIENT** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **RECIPIENT** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this agreement, including required licenses and permits related to and necessary for the approved project.

9. No Assignment. The services to be provided by **RECIPIENT** under this agreement are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **RECIPIENT** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Agreements or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this agreement to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

12. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor represents the he or she is duly authorized by the contractor to execute this contract, and that the contractor has agreed to be bound by all its provisions.

14. Governing Law. This agreement shall be interpreted according to the laws of the State of Kansas.

15. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

<RECIPIENT>

CITY OF WICHITA, KANSAS

Recipient Name, Title

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law