

**AGREEMENT BETWEEN THE CITY OF MAYWOOD AND
_____ FOR FUNDS THROUGH
THE COMMUNITY BENEFIT FUND**

THIS AGREEMENT is made and entered into on the _____ by and between the City of Maywood, a municipal corporation ("CITY"), and _____, a _____, [address]("RECIPIENT").

R E C I T A L S

WHEREAS, CITY desires to fund programs and services that benefit the residents of the City of Maywood pursuant to the City's Community Benefit Fund;

WHEREAS, RECIPIENT is a non-profit organization [OR OTHER DESCRIPTION OF ENTITY] offering _____ and has submitted an application for _____ ("Project");

WHEREAS, the City Council has reviewed and approved Recipient's application for funding on _____ for use during fiscal year 2018-2019 to offer _____.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization. City authorizes the sum of _____ to be paid to Recipient for the fiscal year 2018-2019 ("Funds") Payment of the Funds shall be made to Recipient _____ within thirty (30) days of execution of this Agreement [OR LIST OTHER PAYMENT PROVISIONS IF PAID TO THIRD PARTY VENDOR] contingent upon Recipient's compliance with the terms of this Agreement and the Community Benefit Fund Guidelines and Procedures.

Section 2. Use of Funds. Recipient shall use the Funds to offer _____ as described in Recipient's application for such Funds which is attached and incorporated herein as Exhibit A.

Section 3. Reports. Within 45 days of Fund expenditure, Recipient shall furnish a comprehensive reports to the City Manager (hereinafter "Administrator") describing the use of the Funds including an accounting of the Fund's expenditures, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the prior written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of the City.

Section 6. Insurance. If required by the City's Risk Manager, Recipient shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Recipient, workers compensation insurance as required by law and vehicle liability insurance for any automobiles used in furtherance of the Project in the amount required by law. The policy or policies shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best Insurance Guide. The general liability and vehicle liability insurance shall contain an endorsement naming the City as an additional insured.

Section 7. Indemnification. Recipient agrees to indemnify, hold harmless and defend the City, including the City Council and its officers, employees and agents, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, grossly negligent, or otherwise wrongful acts, errors or omissions of Recipient in the performance of this Agreement.

Section 8. Termination. City may terminate this Agreement at any time, without cause, upon fifteen (15) days written notice to Recipient. Recipient agrees to cease all work under this Agreement on or before the effective date of such notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payment from City from the date of the notice of termination and Recipient must return all remaining Funds to the City.

Section 9. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

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The City:

City of Maywood,
a California municipal corporation

The Recipient:

By: _____
Eduardo De La Riva
Mayor of the City of Maywood

By: _____
Name:
Title:

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, Interim City Attorney

EXHIBIT A