

FY2025 Cedar Falls Health Trust Services Funding

AGREEMENT IN SUPPORT OF CEDAR FALLS COMMUNITY SCHOOL DISTRICT

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between Cedar Falls Community School District (hereinafter "District"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding, which now is referred to as CFD 3128 ("Finance Policies"); and

WHEREAS, the District is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, the District has proposed to the City its "Inclusive Playground" project whereby the District will use City funds to ensure that all of the elementary playgrounds in Cedar Falls contain opportunities for students with disabilities to safely play together with their nondisabled peers, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, the District's Project is more fully explained in the District's application filed with the City; and

WHEREAS, the Finance Policy noted above allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

WHEREAS, the District and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The District affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law.

2. **Recipient mission statement.** The District has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Finance Policy approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, the District shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable and if requested;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions if substantially different than disclosed in the application;
- c. Names and addresses of directors and/or officers if changed since date of application;
- d. Line item budget for current fiscal year if substantially different than disclosed in the application;

4. **Description of Project.** In consideration for the funding provided to the District by the City, the District use the funds for the Project which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$32,891.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. The District agrees to complete the Project even if actual expenditures exceed the amount budgeted by the District for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The District shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining the District's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by the District to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill approval cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Availability of Funds.** The funds requested for the Project will be available after July 1, 2024, the beginning of the then current fiscal year.

9. **Return of Funds.** In the event the District does not use funds for the intended purpose(s) or in the event the District does not comply with the reporting requirements of Paragraph 6 above, the funds or any portion thereof shall be returned to the City prior to the end of the then current fiscal year, which is June 30, 2025.

10. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Community School District Board of Directors, shall be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding or the District reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the terminating party to the other party which shall specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this Agreement.

13. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over the District or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project

14. **Legal Expenses.** The District agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to the District's performance, or the performance of The District's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of the District.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of the District's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. The District agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2024 through and including June 30, 2025.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Community School District

By: _____

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk