

A G R E E M E N T

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, program,** San Luis Obispo County Chapter (referred to herein as CONTRACTOR).

W I T N E S S E T H:

WHEREAS, CONTRACTOR, has requested CITY to contribute to a program to provide the services described in "Exhibit B" attached hereto, 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 "Exhibit B" herein, available to CITY residents on a regular basis for the period of July 1, 2012 through June 30, 2013.
2. CONTRACTOR will provide CITY with a mid-year and final program report, 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 **\$amount** to be used as described in "Exhibit B". The grant will be paid in one installment when a signed contract is received.
6. The City Manager may terminate this agreement at her 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

Human Relations Commission's "Bylaws" 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
990 Palm Street
San Luis Obispo, CA 93401
Attn: Greg Zocher, Human Resources Manager

GRANTEE:

organization
contact person
street address
San Luis Obispo, CA 93401

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

By: _____
Signature

Title

CITY OF SAN LUIS OBISPO, A MUNICIPAL CORPORATION

By: _____
Katie Lichtig, City Manager

APPROVED AS TO FORM:

By: _____
Christine Dietrick, City Attorney