

**FUNDING AGREEMENT
BETWEEN
THE CITY OF TEMPE
AND
THE CENTERS FOR HABILITATION
C2014-**

THIS FUNDING AGREEMENT, ("**Agreement**"), is made and entered into this - _____ ("**Effective Date**"), by and between the City of Tempe, a municipal corporation duly organized and existing under the laws of the State of Arizona ("Tempe"), and The Centers for Habilitation, a nonprofit corporation duly organized and existing under the laws of the State of Arizona ("TCH") The entities are referred to jointly herein as "Parties" and individually as "Party". This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

WHEREAS, Tempe seeks to allocate a portion of local transit sales tax funds to transportation related expenses for this annual grant program as part of the City of Tempe's grant assistance program for transportation services for elderly and disabled residents;

WHEREAS, TCH proposed program was selected to be funded for the delivery of transportation services for elderly and disabled residents;

WHEREAS, Tempe desires to disburse the aforementioned contribution to TCH and to set forth the mutual understandings between Tempe and TCH.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follow:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the Parties with respect to the distribution and acceptance of the grant funds. TCH will provide the services as described below and in the attached proposals. Tempe will disburse the funding in a single lump sum payment upon approval of the grants by Tempe City Council.

The TCH mobility program is a highly specialized transportation service that serves the elderly and individuals with disabilities that live in Tempe. The clients served by the TCH services include residents that are unable to access public transportation because of limited communication skills, medical conditions, seizure disorders, behavior issues, or the need of an aide or specialized transportation. Due to these specialized needs, participating individuals require extra supervision and someone trained to respond to their specific circumstances. Funding from this grant will allow TCH to supplement state funds to continue delivering the highly specialized transportation services required by participating TCH elderly and disabled clients residing in Tempe.

2) **Funding Schedule.** Conditioned upon the Tempe City Council's approval, Tempe shall deliver a one-time grant award ("**Grant Award**") to TCH not to exceed \$35,000.

3. **Term.** The term of this Agreement shall begin on the date of execution and shall terminate when Tempe has received and confirmed that the services were delivered and the final report was submitted and accepted.

4. **Oversight.** Tempe shall be responsible for the distribution of the grant funds to TCH. TCH will provide the services as described in the attachments and provide a and provide a mid-term status report by January 31, 2015 and close out summary report by June 30, 2015 to the city of Tempe showing the results of the funded services.

5. **Indemnification and Hold Harmless.** TCH shall indemnify, defend and hold harmless Tempe, its governing body, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney, consultant and accountant fees, or costs and expenses of any kind and nature resulting from or arising out of the act, omission, negligence, misconduct or other fault of TCH, its governing body, departments, employees and agents in performing the duties set forth in this agreement.

6. **Transactional Conflicts of Interest.** Each Party acknowledges that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

7. **Waiver.** No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the Party to be bound thereby.

8. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall remain in effect and be valid and enforceable to the fullest extent permitted by law.

9. **Notice.** Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the Notice is deposited in the United States mail addressed as follows: See Agreement.

If intended for Tempe:

CITY OF TEMPE

Michael Nevarez, Tempe Transit Manager
200 East 5th Street
Tempe, AZ 85281
Telephone: (480) 858-2209
Facsimile: (480) 858-2097

If intended for TCH:

THE CENTERS FOR HABILITATION

Manuel Salazar, Vice President of Business Operations

215 West Lodge Drive

Tempe, Arizona 85283

Telephone: (480) 338-8111

Facsimile: (480) 730-5214

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

THE CENTERS FOR HABILITATION, a
nonprofit corporation

By: _____
Manuel Salazar, Vice President TCH

CITY OF TEMPE, a municipal corporation

By: _____
Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney