

FUNDING AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 2049
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND CENTER FOR INDEPENDENCE
THIS AGREEMENT made and entered into at Menlo Park, California, this 3rd day of February, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and CENTER FOR INDEPENDENCE, hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, FIRST PARTY provides Program to help disabled people in Menlo Park for prepare for emergencies, and</p> <p>WHEREAS, FIRST PARTY has requested financial assistance in order to conduct the program for residents of City during the fiscal year commencing July 1, 2016, and ending June 30, 2017; and</p> <p>WHEREAS, City has reviewed said request and desires to allocate to FIRST PARTY the sum of five thousand and no/100 dollars (\$5,000);</p> <p>NOW, THEREFORE, the parties hereto do hereby agree as follows:</p>
1. FINANCIAL ASSISTANCE
City shall allocate to FIRST PARTY the sum of five thousand and no/100 dollars (\$5,000) for exclusive use by FIRST PARTY during the fiscal year commencing July 1, 2016, and ending June 30, 2017, solely for the purposes described in paragraph 2
2. USE OF FUNDS
FIRST PARTY shall use the funds provided pursuant to paragraph 1 solely for the Program purposes described in the approved Community Funding Program Application, with no less than 85% of City funds granted used for direct services as opposed to administrative costs.
3. CHANGES TO PROGRAM
No changes in the program described in this agreement which are funded by the financial assistance provided under paragraph 1 shall be made without the prior written consent of City.
4. PAYMENTS
FIRST PARTY shall keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this agreement. Payments of funds allocated pursuant to paragraph 1 shall be made to FIRST PARTY once the agreement is executed.

11. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

FIRST PARTY hereby warrants and agrees that, in the performance of this agreement, it will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against person because of their age, except upon the basis of bona fide occupational qualification, retirement plan or statutory requirement, and will not specify, in solicitations or advertisement for employees to work on this agreement, a maximum age limit, unless such limit is based upon bona fide occupational qualification, retirement plan or statutory requirement.

FIRST PARTY further warrants and agrees that it will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor; and that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. FIRST PARTY will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. NON-DISCRIMINATION BASED ON DISABILITY

FIRST PARTY hereby agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled.

13. INTEREST OF PUBLIC OFFICIALS

No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this agreement or FIRST PARTY's Program during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement or a related subcontract agreement, or the proceeds thereof. FIRST PARTY shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.

14. LOBBYING PROHIBITED

Funds provided under this agreement shall not be used by FIRST PARTY for publicity or propoganda purposes designed to support or defeat legislation pending before federal, state, or local government.

15. RELIGIOUS ACTIVITY PROHIBITED


There shall be no religious worship, instruction or proselytizing as a part of, or in connection with the performance of this agreement.

16. PARAGRAPH HEADINGS

Paragraph headings and sub-paragraph headings are used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FIRST PARTY:


Signature


2.2.2017
Date

Donna REED
Name

Interim Director
Title

94-2581080
Tax ID#

APPROVED AS TO FORM:


William L. McClure, City Attorney

2/2/17
Date

CITY OF MENLO PARK:


Signature

2/2/17
Date

Alex D. McIntyre
Name

City Manager
Title

ATTEST:


Pamela Aguilar, City Clerk, City of Menlo Park

2.2.2017
Da