

The Wellmark Foundation Grant Agreement

This Wellmark Foundation Grant Agreement ("Agreement") is made by and between The Wellmark Foundation ("Foundation"), a private foundation, and **City of Muscatine** (hereinafter, "Grantee").

The purpose of this Agreement is to set forth the terms and conditions under which the Foundation has awarded a grant to Grantee.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I Scope

This Agreement applies to the project submitted as a grant application entitled **"Safe Routes to School Sidewalk Connections"** (grant ID #2014-02-115) and as more fully described in Grantee's written proposal to the Foundation, attached hereto, and incorporated by this reference as a part of the Agreement. This Agreement does not apply to any other project or program of Grantee or the Foundation.

Article II Grant Award

The Foundation agrees to award Grantee the total of **\$50,000** to be paid in one (1) payment over the grant period defined in Article III at the discretion of the Foundation's Director (**\$50,000 overall award; \$50,000 full grant payment on or around 12/15/2014**). The payment shall be made subsequent to the announcement of the grant award.

All payments hereunder are subject to the terms and conditions of this Agreement. Any funds, which are not used by the end of the next calendar year following the end of the grant period, shall be transferred to the Foundation. The process and procedure for this transfer of unexpended funds will be done at the discretion of the Foundation's Director. An unfunded extension of the grant time period may be granted at the discretion of the Foundation's Director.

Article III Grantee Responsibilities

Grantee agrees to comply with such reasonable procedures as the Foundation has established as requirements for this award and as set forth in its notification of the award, incorporated herein by reference and made a part of this Agreement. The 18-month grant period will be **12/15/2014 through 6/15/2016**. Grantee agrees to submit progress and budget reports due on **7/1/15 (progress report one)**, **1/1/16 (progress report two)**, and **7/1/2016 (final report)** respectively.

Article IV Changes in Program or Services

Any changes in the program named above or in the services or activities outlined in proposal materials or the project work plan requires the prior approval of the Foundation. Failure to obtain prior approval may result in the suspension of the award payments or termination of this Agreement after notice and a reasonable opportunity to cure is provided by the Foundation to the Grantee.

Article V Changes in Key Personnel

Grantee shall provide written notice to the Foundation within ten (10) days of any changes in the key personnel performing services for the project. Such written notice shall include the individual's successor, title and resume.

Article VI Right to Audit

Grantee will permit the Foundation on-site visits and access to examine and audit all records and documents reasonably related to Grantee's obligations under this Agreement. Grantee agrees to ensure the cooperation of its employees, officers, directors and agents in such efforts. The Foundation will act reasonably in providing notice to Grantee prior to the performance of an audit and in arranging a mutually acceptable time for same.

Article VII Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Article VIII Rights to Data

Grantee may publish the results of the project or program activity subject to the Foundation's prior review and comment. Any materials used by Grantee for the purpose of publicity pursuant to this Agreement shall display the Foundation's designated and approved logo.

In the event activities supported by this Agreement produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (the term computer programs includes executable computer programs and supporting data in any form), the Foundation reserves the right to use, duplicate and disclose, in whole or in part, same in any manner for any purpose whatsoever.

Article IX Release of Information and Confidentiality of Records

Grantee agrees to provide to the Foundation, upon request, all written program records including, but not limited to, non-identifiable physician and client records, statistical information, board, administrative and financial records, including budget, accounting activities, financial statements and audits reasonably related to the project which is the subject of the grant.

Article X Remedies for Breach

In the event Grantee violates or breaches the terms of this Agreement, the Foundation reserves all contractual and legal remedies that are available, but in no event shall any monetary remedy exceed the value of the unperformed portions of the project as reflected by the grant award.

Upon ten (10) days written notice, the Foundation may temporarily withhold payment of funds until a corrective action plan has been submitted and approved by the Foundation. Reasons may include, but are not limited to, the following:

- a. Delinquency in submitting required reports.
- b. Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of this Agreement.
- c. Failure to provide adequate management of the funds.

When in the reasonable judgment of the Foundation, the Foundation finds that Grantee has materially failed to comply with the terms and conditions of this Agreement, the Foundation may suspend this Agreement, in whole or in part, upon thirty (30) days advance written notice. The notice of suspension shall state the reason(s) for the suspension, any corrective

action required and the effective date. The suspension may be made effective immediately, if necessary, to protect the Foundation's interest.

A suspension shall be in effect until the Grantee has taken corrective action or given evidence satisfactory to the Foundation that corrective action will be taken or until this Agreement is terminated.

Obligations incurred by the Grantee during the suspension period shall not be allowed unless expressly authorized in the notice of suspension. Necessary costs which the Grantee could not reasonably avoid during the suspension shall be allowed only if the Grantee had a prior obligation for these expenses.

Article XI Term and Termination

This Agreement shall commence upon the date of acceptance by the Foundation and terminate two (2) years thereafter. However, if circumstances beyond the control of the Foundation or the Grantee make continuation of this Agreement impossible or in the event of the Grantee's noncompliance with any term or condition, related rules, regulations or requests or the Grantee has proven unable to fulfill the work and services described in this Agreement, termination of the Agreement may be effective immediately.

In the event of such termination, the Grantee shall be reimbursed by the Foundation only for those allowable costs incurred or encumbered prior to the termination date.

Article XII Notices

Any notice required to be given under this Agreement shall be in writing and either delivered personally, sent by facsimile or sent by certified mail, return receipt requested, to the addresses set forth on the signature page to this Agreement.

Article XIII Nonwaiver

Failure of either party to exercise any of such party's rights under this Agreement will not constitute a waiver of such rights in the future.

Article XIV Section Headings

The Section headings used in this Agreement have been inserted for convenience of reference only and shall not in any manner modify or restrict any of its terms or provisions.

Article XV Entire Agreement

This Agreements and all attachments hereto constitute the entire Agreement between the parties with respect to the subject matter hereof and any prior agreements, understandings, representations and warranties, whether written or oral in regard to the subject matter hereof, are hereby superceded.

Article XVI Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

Article XVII
Limitation of Action

No action, regardless of form, may be brought by either party on any claim arising out of this Agreement more than two years after the claim arose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each being deemed an original, as of the date of execution set forth below.

City of Muscatine
(Legal Name of Grantee)

42-6005008

(501(c)(3) Tax Identification Number)

215 Sycamore Street
(Street Address)

Muscatine, IA 52761
(City, State and Zip Code)

By: _____

Title: _____

(Date of Execution by Grantee)

The Wellmark Foundation
1331 Grand Avenue, 3W 500
Des Moines, Iowa 50309

By:  _____

Title: Executive Director

*(Date of Acceptance by
The Wellmark Foundation)*

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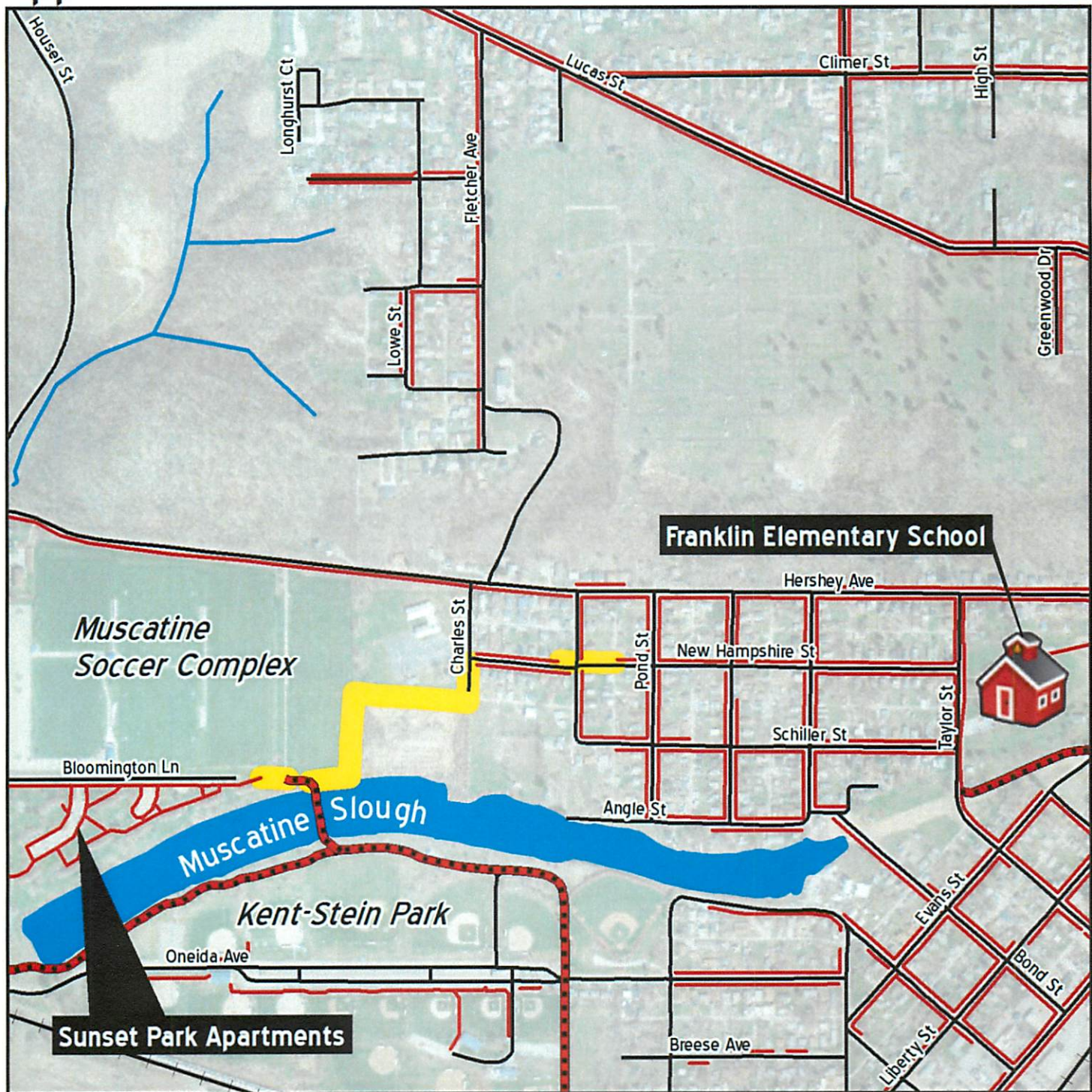
The Wellmark Foundation
1331 Grand Avenue, 3W 500
Des Moines, Iowa 50309

By: _____

Title: Executive Director

*(Date of Acceptance by
The Wellmark Foundation)*

Appendix A



Connection #1: Bloomington Lane to New Hampshire Street

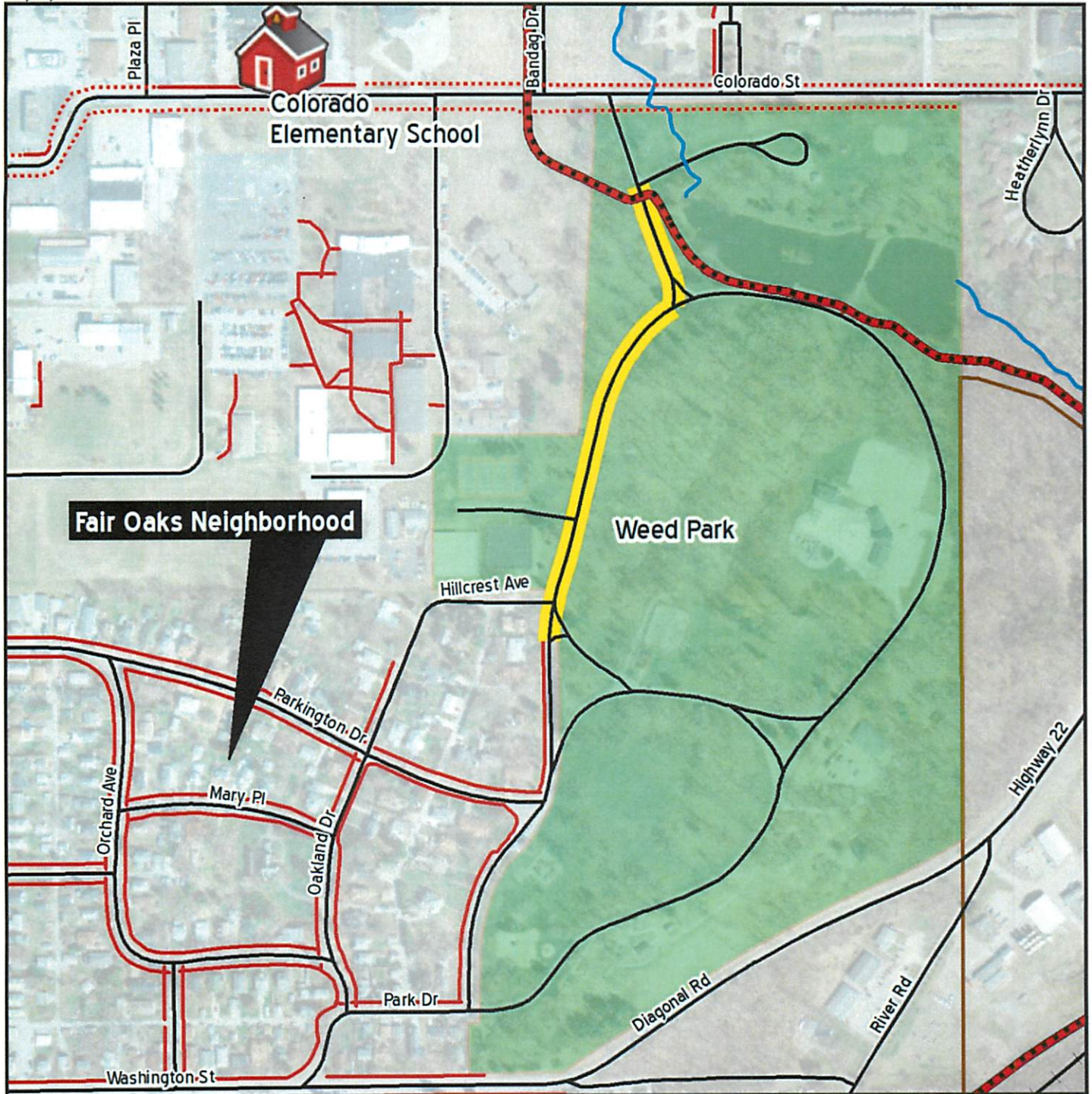
Date Source: Muscatine Area Geographic
Information Consortium, City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: February 24, 2014

-  Existing Trails
-  Existing Sidewalks
-  Proposed Sidewalk (1,374')

0 500 1,000 2,000 Feet



Appendix B



Connection #2: Hillcrest Avenue to Trail System

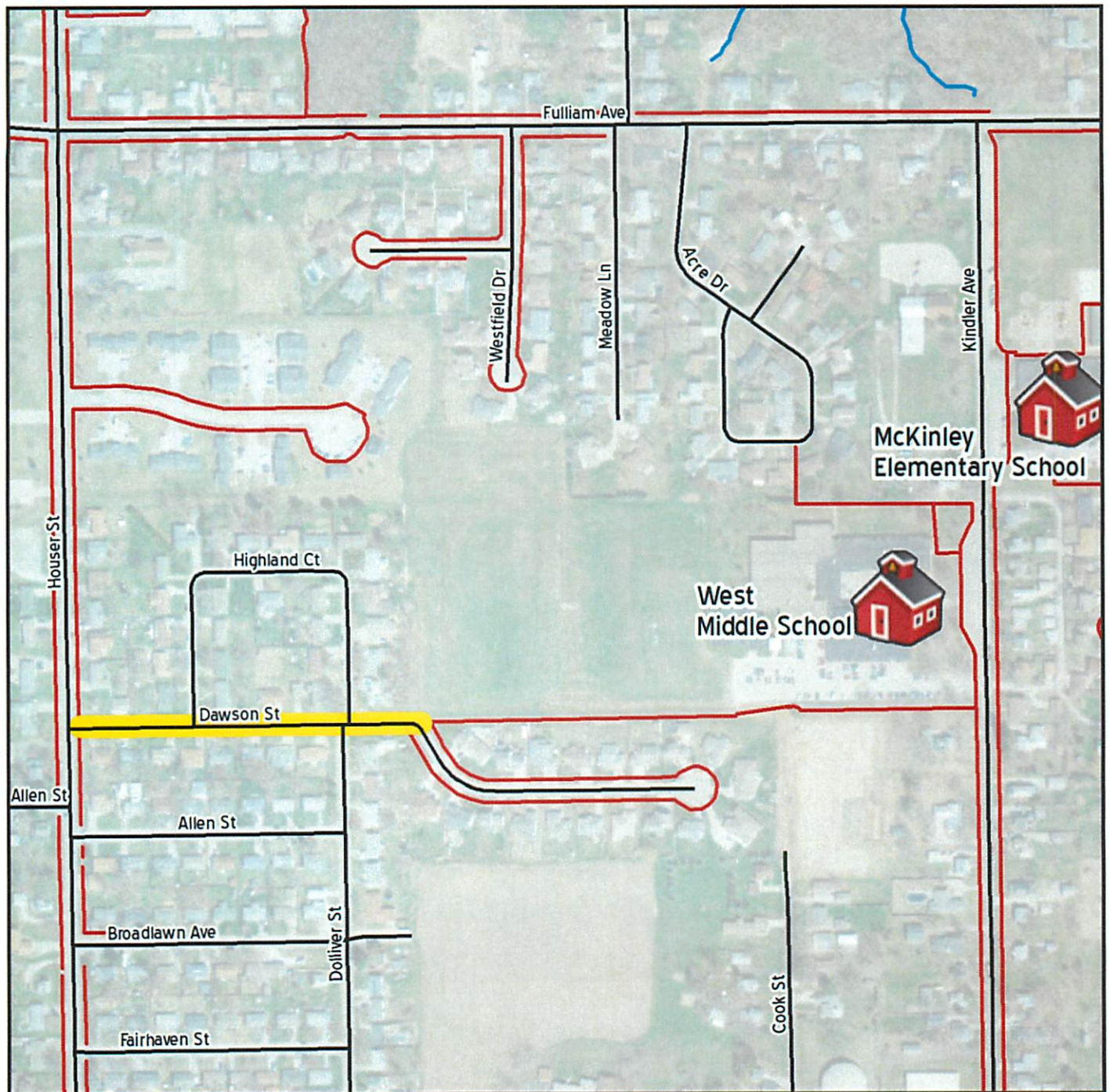
Date Source: Muscatine Area Geographic Information Consortium, City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: February 13, 2014

- Existing Sidewalks
- - - Existing Trails
- Sidewalk Currently Under Construction
- Proposed Sidewalk (1,265')

0 300 600 1,200 Feet



Appendix C



Connection #3: Houser St to West Middle School

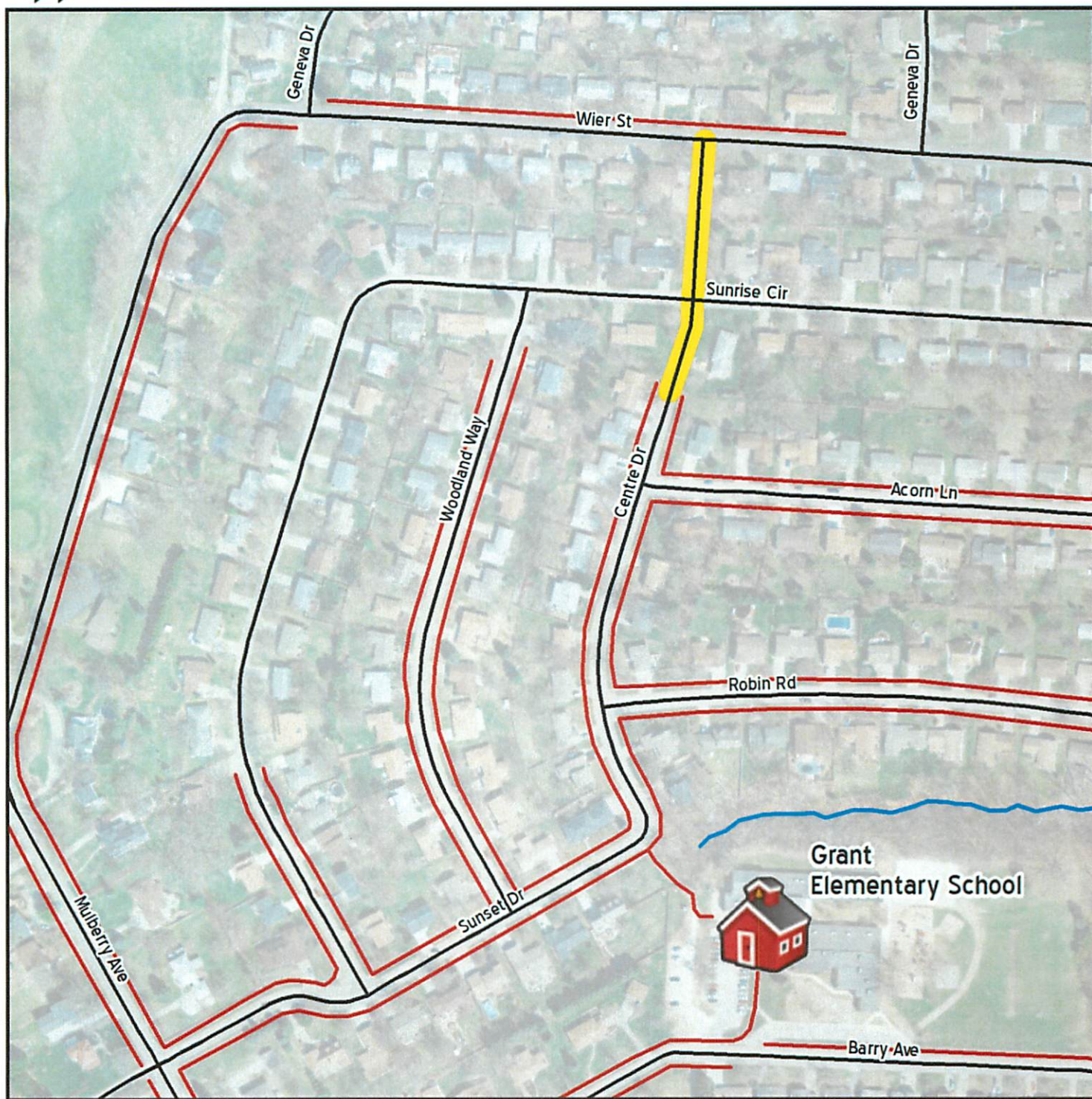
Date Source: Muscatine Area Geographic
Information Consortium, City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: February 13, 2014

- Existing Sidewalks
- - - Existing Trails
- Proposed Sidewalk (781')

0 250 500 1,000 Feet



Appendix D



Connection #4: Centre Drive to Wier Street

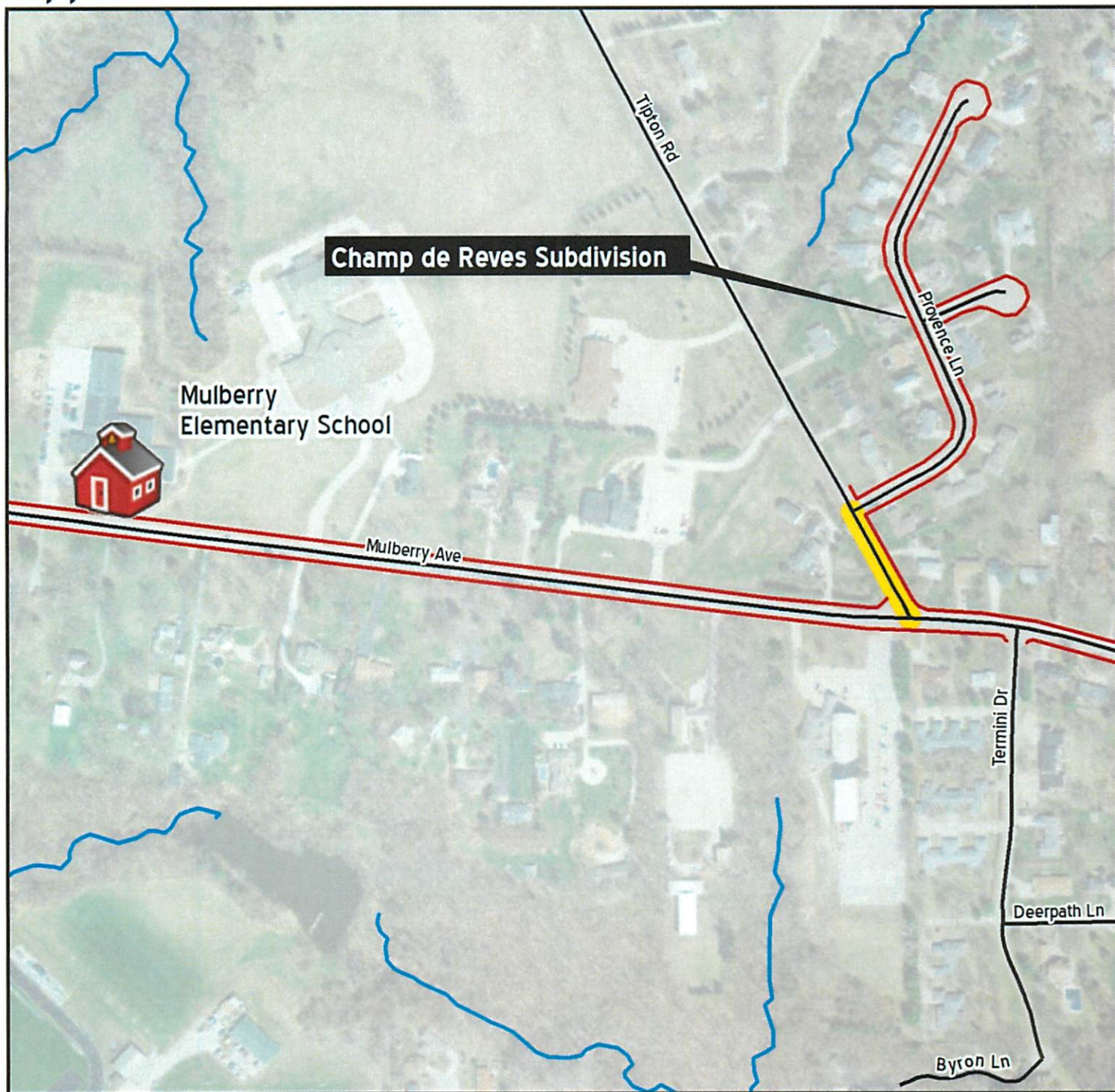
Date Source: Muscatine Area Geographic
Information Consortium, City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: February 13, 2014

-  Existing Trails
-  Proposed Sidewalk (415')
-  Existing Sidewalks

0 200 400 800 Feet



Appendix E



Connection #5: Tipton Road Provence Lane to Mulberry Avenue



Existing Trails



Existing Sidewalks



Proposed Sidewalk (190')

Date Source: Muscatine Area Geographic
Information Consortium, City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: February 14, 2014

