

AGREEMENT

This Agreement is made by and between the Hispanic Community Services, Inc, an Arkansas not for profit corporation, (øHCSIö) and the City of Jonesboro, (øCityö), on this ____ day of _____, 2014 (the øEffective Dateö).

WHEREAS, HCSI is an Arkansas not for profit organization which received a CDBG grant from the City of Jonesboro in the amount of \$125,000 on July 1, 2013, with said monies to be used for land acquisition, surveys, and designs of a new service facility; and

WHEREAS, HCSI and the City desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to the use of the CDBG funds under the action plan and outlining the respective obligations of the parties regarding said funding;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

1. The HCSI shall be awarded \$95,000 to be used to purchase new land for the purpose of building a new facility.
2. The HCSI and the City agree that the remainder of said funding, approximately \$30,000, for surveys and designs of the new facility.
3. The HCSI and the City agree that the new facility will be completed no later than June 30, 2018.
4. The HCSI and the City further agree that should the facility not be built within the timeframe of this Agreement, the HSC shall pay back to the City the funds granted through CDBG in the amount of \$125,000.
5. The parties agree that if the HSC facility is completed within the time frame of this Agreement, then no monies shall be owed to the City.
6. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
7. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
8. Nothing in this Agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

HISPANIC SERVICES CENTER

By: _____
Name: _____
Title: _____
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

ATTESTED BY:

Donna Jackson, City Clerk