

GRANT AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 20__, by and between the City of Scottsburg (the “City”), and _____ (the “Grantee”). The foregoing are sometimes collectively referred to as the “Parties”.

WHEREAS, the City is a subdivision of the state of Indiana to stimulate growth and to maintain a sound economy within its corporate limits for the benefit of Scottsburg; and

WHEREAS, the City has an interest in economic development, for purposes which include addressing the immediate response to COVID-19 through grants to small businesses within the City of Scottsburg for working capital;

WHEREAS, the City has received money from the Indiana Office of Community and Rural Affairs (OCRA) via (Grant #) to provide grants to fund such grants to small businesses;

WHEREAS, the Grantee will be a business, located within the Corporate Limits of the City of Scottsburg; and,

WHEREAS, the Grantee has applied for working capital to support the retention of jobs; and,

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties covenant and agree as follows:

1. Scope of Work.

a. The Grantee hereby agrees to (insert brief project description here):

2. Payment from City to Grantee.

a. As consideration for the above Scope of Work rendered by the Grantee under this Agreement, the City shall pay the Grantee in an amount not to exceed: \$ _____.

b. The City and the Grantee hereto understand that this Agreement is not a commitment of future appropriations and nothing herein shall be construed to bind future City Councils contrary to the provisions of the laws of the State of Indiana.

3. Commitments. Grantee agrees to the following commitments during the term of the grant, which is a period of two (2) years after project closeout.

(a) At least annually, the Grantee will report: a) the status of the business; and b) the number of current employees.

(b) The Grantee has reported receipt of \$ _____ in Federal CARES Act funding and agrees that funding received from the City cannot be expended on those same objectives.

(c) Any violations of these commitments will result in an automatic repayment of the grant.

4. Liability. Grantee agrees to hold harmless and indemnify the City, their officers, employees and agents ("Indemnitees") from and against all claims, suits and costs, including reasonable attorneys' fees, for injury or damage of any kind, arising out of Grantee's negligent acts, errors or omissions in the performance of this project, and from and against any claims, suits and costs, including reasonable attorneys' fees, for injury or damage of any kind, arising out of the Indemnitees' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Grantee's negligent acts, errors or omissions in the performance of this project.

5. Insurance. Grantee, as an independent contractor and not an agent, representative, or employee of the City, agrees to carry adequate liability and other appropriate forms of insurance. The City shall have no liability except as specifically provided in this Agreement.

6. Notices. Any notice or demand to be given by one Party to the other shall be given in writing by personal service, telegram, express mail, overnight mail, or any other similar form of courier or delivery service, or mailed in the United States Postal Service, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

(a) In the case of a notice or communication to Grantee
Grantee Name
Grantee Address

(b) In the case of a notice or communication to the Mayor of Scottsburg, 2 East McClain Avenue, Scottsburg, Indiana 47170 or addressed in such other way as the City may, from time to time designate in writing dispatched as provided in this Section.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of Indiana and this Agreement has been negotiated and entered into in Scottsburg, Indiana.

8. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Assignment. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other.

10. Entire Agreement. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only

be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided hereto.

11. Authorization By signing below, the parties stipulate they have the authority to enter into this Agreement.

SO AGREED TO THIS _____ DAY OF _____, 20_____.

CITY OF SCOTTSBURG

BY:

Terry Amick, Mayor

ATTEST:

Clerk-Treasurer

GRANTEE

BY:

NAME OF COMPANY

COMPANY ADDRESS

PRINT NAME & TITLE

SIGNATURE