

GRANT AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 2021, by and between the Scott County Commissioners (the "County"), and _____ (the "Grantee"). The foregoing are sometimes collectively referred to as the "Parties".

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

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

WHEREAS, the County 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 Scott County; 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 County to Grantee.

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

b. The County and the Grantee hereto understand that this Agreement is not a commitment of future appropriations and nothing herein shall be construed to bind future County Commissioners 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 County 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 County, 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 County, agrees to carry adequate liability and other appropriate forms of insurance. The County 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 Scott County Auditor, 1 East McClain Avenue, Scottsburg, Indiana 47170 or addressed in such other way as the County 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 Scott County, 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 _____, 2021.

Scott County Commissioners
BY:

Mike Jones, President

ATTEST:

Tammy Johnson,
Auditor

GRANTEE
BY:

NAME OF COMPANY

COMPANY ADDRESS

PRINT NAME & TITLE

SIGNATURE