

BORDENTOWN CITY SMALL BUSINESS GRANT PROGRAM AGREEMENT

BETWEEN City of Bordentown, a body politic of the State of New Jersey, having its principal office at: 324 Farnsworth Avenue, Bordentown, NJ 08505 ("Grantor"),

AND _____, having its principal office at: _____ ("Grantee").

WITNESSETH:

WHEREAS, on April 13, 2020, the Board of Commissioners for the City of Bordentown adopted Resolution 2020-059, which is hereby incorporated herein by reference, approving the Bordentown City Small Business Grant Program ("Grant Program") to extend grant funding to City small businesses for the purpose of stabilizing and sustaining the business community during the COVID-19 public health crisis; and,

WHEREAS, Grantee has made application, which is hereby incorporated by reference, to the Grantor for financial assistance under the Grant Program and has agreed to use the grant funding for the sole purpose as approved herein; and,

WHEREAS, the Grantor has reviewed said application and has found it to be in conformance with the scope and intent of the Grant Program and has approved Grantee's request for funding; and

WHEREAS, the grant funding provided under this Agreement is provided solely to the Grantee for the use(s) authorized herein, the funding is not intended for the use of any other individual or entity.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the Grantor and Grantee agree to perform in accordance with the terms and conditions set forth in this Agreement.

- 1. Term.** This Agreement shall commence on the Effective Date and shall remain in effect through the later of (a) December 31, 2020, or (b) 30 days following a determination by the Governor that the State of Emergency declared under Executive Order No. 103 has ended.
- 2. Scope.** The funds to be provided by the Grantor hereunder in the amount of \$ TBD shall be used and expended exclusively for the purposes specified and outlined in the Grantee's Application, attached herein as Exhibit B, as approved by the Grantor and the Grantee. If, at the termination of this Agreement, the Grantee has complied with all terms and conditions contained herein, the Grantee shall not be required to repay the funding provided under this Agreement.
- 3. Use of Funds.** Grantee agrees that any Grant Program funds received from Grantor shall be used only for the purposes described in this Agreement and for no other purpose. Grantee further agrees that if Grantee uses Grant Program funds for any purpose other than those specified and approved in this Agreement, the Grantor may recover all such funds with interest.
- 4. Business Continuation.** In consideration of the funding received under this Agreement, Grantee agrees to re-open its physical location within the City within fourteen (14) days of the Governor lifting the executive order directing all non-essential business to remain closed. Grantee further agrees that if Grantee is unable or refuses to comply with this paragraph, the Grantor may recover all grant funds with interest.

5. **Access to Records.** The Grantee agrees to maintain records of receipts and expenditures and make its books and records as related to its expenditure of these funds available to the Grantor at reasonable times upon the Grantor's request. The Grantee will maintain records of expenditures of the project that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be made available upon request and retained for a period of at least three years after the completion of the project.
6. **Compliance with all Laws.** The Grantee, to induce the Grantor to award this grant, agrees to comply with all Federal, State, County and municipal laws, ordinances, rules, regulations, requirements and directives governing Grantee's activities in the performance of its obligations under this Agreement.
7. **Assignment.** The Grantee shall not assign, either wholly or in part, any of its rights or obligations under this Agreement.
8. **Taxes.** Grantee shall be solely liable for any and all taxes that may be due as a result of the funding provided for under this Agreement.
9. **Availability of Funds.** The Grantee expressly acknowledges and agrees that the funding of this grant is expressly contingent upon the availability of City funds. The City shall not be held liable for any breach of this Agreement because of its failure to advance funds to Grantee due to the failure of the City to appropriate and or disburse funds. The Grantee shall not anticipate any funding in excess of the amount set forth in this Agreement.
10. **No Additional Support or Authority to Bind City.** It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other purposes. The Grantee acknowledges and agrees that the Grantor shall have no liability or responsibility to the Grantee or any other person or entity in connection herewith. Furthermore, the Grantee has no authority to enter into contracts or agreements on behalf of the City. The Grantee is an independent contractor and is not an employee, servant, joint-venturer or partner of the City.
11. **Monitoring and Notifications.** Grantee shall be responsible for reporting to the City any problems, delays or adverse conditions that will materially affect the Grantee's ability to re-open or otherwise act in accordance with the Agreement.
12. **Hold Harmless & Release.** Grantee does hereby agree to release any and all claims against Grantor for any injuries, damages, losses or claims, whether known and unknown, which arise during or as a result from my participation in the Grant Program, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Grantor. Grantee hereby agrees to release and forever discharge Grantor from all such claims.
13. **Political Contribution Disclosure.** Grantee does hereby attest that the Grantee, its subsidiaries, assigns or principals controlling excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the Effective Date of this Agreement, nor will it make a reportable contribution during the term of this Agreement to any political party committee in the City if a member of that political party is serving in an elective public office of that City on the Effective date, or to a candidate committee of any person serving in an elective public office of that City on the Effective Date.
14. **Public Records.** Grantee acknowledges and agrees that the Grantor, as a public entity, is subject to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and further understands and agrees that any and all documents related to the Grant Program, including the Grantee's application and this Agreement, may be subject to disclosure under the Act.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement and agree to be bound by this Grant Agreement on this _____ day of _____, 2020 (“Effective Date”).

ATTEST:

THE CITY OF BORDENTOWN
A Municipal Corporation of the State of
New Jersey

Grace I. Archer, Municipal Clerk

James E. Lynch, Jr., Mayor

WITNESS:

(GRANTEE)

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EXHIBIT A

Grantee:

Business Location:

Funding Amount:

Authorized Use of Funds:

Project Scope (general description):