



Village of Indiantown

TRUST FUND GRANT AGREEMENT

This Contract made as of _____, 2020 by and between the Village of Indiantown, a political subdivision of the State of Florida, (hereinafter referred to as the "Village") and _____, a not-for profit corporation authorized to operate in Florida, (hereinafter referred to as the "Recipient").

BACKGROUND:

1. Recipient has applied to the Village for a grant of money ("Grant") beginning September 1, 2020 and ending on April 30, 2021 ("Grant Period") upon approval of the award on the terms and conditions set forth herein.
2. The Village has agreed to provide such Grant funds in the amount of \$_____ for the Grant Period on the terms and conditions set forth herein.
3. Trust Fund Grant money shall be used solely for projects benefitting Indiantown.

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 Disbursement and Use of Funds

- 1.1 Disbursements for the Grant Period will be made in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- 1.2 The Grant shall only be used for the purposes set forth in the Grant Application, attached as Exhibit "B" and incorporated herein by this reference. In the event any reports or financial records reveal that the Grant funds were not used for the purposes set forth in the Grant Application, then the Village may require the Recipient to return all unused funds and reimburse the Village for improperly used funds.
- 1.3 The Recipient shall maintain adequate internal controls in order to safeguard the Grant.

- 1.4 If the Recipient cannot use all or any portion of the Grant after the Grant has been disbursed, then all unused funds must be promptly returned to the Village.
- 1.5 The Recipient shall maintain adequate records to fully document the use of the Grant funds for at least three (3) years after the completion of this Contract. The Village shall have access to books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the Village's expense, upon five (5) days prior written notice.
- 1.6 The Recipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the provisions of Chapter 119, Fla. Stat. (Public Records Law) and shall provide access to public records in accordance with Sec. 119.0701, Fla. Stat.
- 1.7 Reports

The recipient shall submit a Biannual Performance Report, for the Grant Period by October 30, 2020 and April 30, 2021.

2.0 Indemnification

- 2.1 The Recipient shall indemnify and save harmless and defend the Village, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, negligent act, or omissions of the Recipient, its agents, servants or employees in the performance of services under this Contract.

3.0 Availability of Funds

- 3.1 The obligations of the Village under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Village Council of the Village of Indiantown.

4.0 Termination

- 4.1 This Contract may be terminated by either party in the event of a substantial failure by the other party to perform in accordance with the terms of the Contract upon thirty (30) days prior written notice.
- 4.2 In the event the Village terminates this Contract, the Recipient shall return all funds not used as of the date of termination to the Village within ten (10) calendar days.

5.0 Notices

- 5.1 Any report, notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods:

- (i) Hand delivery to the other party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

5.2 For purposes of notice the addresses are as follows:

Recipient: (Write your Organization Name/Information)	Village:
	Village of Indiantown Attn: Village Clerk P.O. Box 398 Indiantown, FL 34956
Contact: (Write your Organization's Point of Contact)	With Required Copies to:
	Village of Indiantown Attn: Village Attorney P.O. Box 398 Indiantown, FL 34956

5.3 Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered as the case may be if mailed.

6.0 Successors and Assigns

- 6.1 The Village and the Recipient each binds itself and its respective successors, administrators and assigns to the other party of this Contract and to the successors, administrators and assigns of such other party.
- 6.2 Neither party shall assign or transfer its interest in this Contract without the prior written consent of the other, which consent shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village or the Recipient.

7.0 Remedies, Choice of Law, and Enforcement Costs

- 7.1 This Contract shall be governed by the laws of the State of Florida and any

and all legal action instituted because of this Contract shall be instituted in Martin County, Florida.

7.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

7.3 If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the parties expressly agree that each party will bear its own attorney's fees.

7.4 The parties expressly and specifically waive the right to a jury trial as to any issues in any way connected to this Contract.

8.0 Nondiscrimination

The Recipient warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or ancestry.

9.0 Entirety of Contract

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be based upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in written document executed with the formality and of equal dignity herewith.

10.0 Severability

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Contract, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

11.0 Captions

Captions in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of this Contract Provision.

IN WITNESS WHEREOF, the parties have caused the execution of this Contract by their duly authorized officials as of the day and year first written above.

VILLAGE OF INDIANTOWN
VILLAGE COUNCIL

GUYTON STONE, MAYOR

ATTEST:

SUSAN OWENS
VILLAGE CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

WADE C. VOSE
VILLAGE ATTORNEY

NAME OF RECIPIENT NON-PROFIT ORGANIZATION

AUTHORIZED REPRESENTATIVE OF RECIPIENT:

Printed Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT (NON-PROFIT)

STATE OF FLORIDA
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this _____ day of _____
2020, by _____, as _____
of _____, a Florida not for profit corporation, on behalf of the
corporation. He/She ___ is personally known to me or ___ has produced a valid driver's license as
identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.:

My Commission Expires:

EXHIBIT "A"

DISBURSEMENT SCHEDULE

JUNE 15	APPLICATION PERIOD OPEN
JULY 15	APPLICATION PERIOD END
JULY 22	REVIEW OF APPLICATIONS
AUGUST 5	FINAL APPLICATION REVIEW
AUGUST 20	AWARD LETTER and TWO (2) ORIGINAL COPIES OF GRANT AGREEMENT MAILED TO AWARDEES
SEPTEMBER 1	FUNDS DISBURSED TO AWARDEES *Pending return of signed originals

Disbursement of funds in the amount of \$_____ will be made 15 days after agreement is signed and returned.

EXHIBIT “B”

APPLICANT’S APPLICATION