

Greg Brown

Silence The Violence:

Congratulations! Your organization has been selected to receive grant funding from the Office of Community Initiatives – City of South Bend! Thank you again for applying to be part of this ongoing effort to reduce incidents of gun violence in our city.

Applicant Name: Greg Brown

Address: 4626 Fellows Street, South Bend, IN 46614

Point of Contact listed on the Application: Greg Brown

This document outlines the commitments, terms, and next steps of this grant opportunity. If you have any questions, please feel free to reach out to the Office of Community Initiatives staff at alive@southbendin.gov.

South Bend Alive Grant Award

As a selected South Bend Alive Grant Recipient, you will receive a \$5,000.00 award upon the receipt of a returned and signed award letter. Please sign and return this official letter of terms and conditions to alive@southbendin.gov.

Use this award to help your organization get the equipment and supplies needed to support your initiative as stated within your submitted Budget Form within the South Bend Alive application.

Please see the attached, standard “Terms and Conditions” sheet for more information.

South Bend Alive Grant Recipient Commitments

Each Grant Recipient will be expected to contribute three deliverables:

- (1) **Attend all South Bend Alive Grant Recipient Workshops and Trainings during Award Year 2021.**
- (2) **Program Outline and Budget Plan Forms [APP FORM] completion prior to start of program or initiative.**
- (3) **By September 13th, 2021, grantee will be asked to submit information about their program, project, or initiative in the form of an annual report to the Office of Community Initiatives.**

Next Steps

- (1) First, read this document and its contents before submitting signed form.
- (2) Second, please email alive@southbendin.gov with the following:

- This signed document that outlines the commitments, terms, and next steps of this grant opportunity. Signing and returning this document reflects Grantee's agreement to comply with all Terms and Conditions of this grant award, as outlined herein.
- The name(s) and email(s) or a listing of institutional representatives that will be attending the required South Bend Alive Workshops and Trainings (either digital or in-person following CDC and State of Indiana guidelines) during the 2021 Award Year. No more than two representatives from each South Bend Alive grantee organization may attend these required trainings.

Thank you for your interest and commitment to this work!

Signatures

M. Scott

1-27-2021

Maurice Scott

DATE

Director of Community Initiatives, City of South Bend

Acknowledged and Agreed:

Rev. Gregory D. Brown

Jan 27 2021

Grantee

DATE

TERMS AND CONDITIONS

Assignment. You shall not assign or subcontract the whole or any part of this Agreement to any other person or entity without the prior written consent of the City.

Relationship/Independent Contractor. Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

You are solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to you in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099, if applicable.

Indemnification. You hereby agree to defend, indemnify, and hold harmless the City, its officials, members, employees, and agents from any and all claims of any nature which arise as a result of your performance under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims pertaining to this Agreement that arise out of the negligence or intentional acts of the City, its officials, members, employees, and agents. The obligations of the parties under this provision shall survive the termination of this Agreement.

Governing Law; Jurisdiction; Compliance with Laws. This Agreement shall be construed and interpreted according to the laws of the State of Indiana without regard to conflicts of laws statutes. Any dispute arising under the terms of this Agreement shall be filed in any court of competent jurisdiction in St. Joseph County, Indiana. You agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. You shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement.

Equal Opportunity; Non-Discrimination; Compliance. You shall comply with all applicable laws and regulations in your hiring and employment practices and policies for any activity covered by this Agreement. You shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and you certify that you are in compliance with each such provision and shall remain in compliance through the term of this Agreement.

Drug-Free Workplace. You hereby agree to make a good faith effort to provide and maintain a drug-free workplace. You will give written notice to the City within ten (10) days after receiving actual notice that you or your employee within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

No Waiver. No failure or delay on the part of either party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.