

## ATTACHMENT A: KEDC-RECIPIENT AGREEMENT



### SMALL BUSINESS EMERGENCY GRANT AWARD AGREEMENT

Kodiak Economic Development Corporation (“KEDC”) and the Recipient identified in the signature block below enter into this Small Business Emergency Grant (“SBEG”) Award Agreement (“Agreement”) as of the date the agreement is signed by both parties.

**Section 1. Acknowledgement of CARES Act funds.** Recipient acknowledges that any funds Recipient may receive through the SBEG Program and this Agreement are federal CARES Act funds. The United States distributed the funds to the State of Alaska. The state, pursuant to a grant agreement, distributed the funds to the City of Kodiak. Because of the funding source, the SBEG program and all program funds are subject to the requirements of the CARES Act, the State of Alaska’s grant agreement with the City, and the City’s SBEG Program Agreement with KEDC. KEDC will provide Recipient copies of these agreements at Recipient’s request. Recipient agrees that it will follow by any restrictions, limitations, or requirements imposed by law on the use of CARES Act funds.

Additionally, the City, state, and federal governments have the right to inspect all KEDC records related to the SBEG Program. This includes application materials. The governments’ inspection rights do not make KEDC records public records subject to a Freedom of Information Act, or other public records act, request (except as explained in the following section). But these government entities do have the right to inspect the records.

**Section 2. City’s limited participation, limited liability, and city records.** The City of Kodiak’s participation in the SBEG Program is limited to issuing payment following receipt of a pay request from KEDC. The City has not reviewed applications or been involved in any decision regarding applications. The City of Kodiak does not determine the amount of an award, if any, nor can the City increase the amount of an award. However, if funding is unavailable, the City may make payment for an amount less than the full Award amount or nothing at all. Recipient shall have no claim against the City of Kodiak or KEDC if the City determines that there are insufficient funds to fully fund the SBEG Program or if the City of Kodiak suspends or terminates the SBEG Program.

Not less than seven days after entering into this Agreement, Recipient may contact the City Finance Manager to inquire whether the City has received from KEDC a pay request in connection with the Award.

Recipient acknowledges that pay requests to the City of Kodiak, which will include a copy of this Agreement but will not include Recipient’s application, will be “city records” as defined by City of Kodiak Code 2.36.010. Accordingly, the public will be entitled to inspect all SBEG Program pay request and recipient agreements.

**Section 3. Approval of Award.** KEDC has approved Recipient to receive the SBEG award described below. Within seven days of entering into this Agreement, KEDC will provide a copy of this Agreement and a pay request to the City of Kodiak Finance Manager, requesting that payment of the Award Amount be made to Recipient.

Subject to the Finance Manager’s approval, the City of Kodiak will issue a check to Recipient for the Award amount. It is Recipient’s responsibility to go to city hall and obtain the check, signing for receipt of the check. Any other arrangements for payment of awards shall be solely at the discretion of the City of Kodiak Finance Manager.

**Section 4. Use of Funds.** Recipient shall use Award funds only for the Approved Use of Award Funds described below. Any Award funds not used for the Approved Use of Award Funds on or before December 1, 2020 shall be returned to the City of Kodiak.

**Section 5. Post-Award Reporting.** On or before December 1, 2020, Recipient shall provide KEDC verification, in a form and substance reasonably acceptable to KEDC, that Recipient used Award funds for the Approved Use of Award Funds. KEDC may require that Recipient submit copies of receipts, canceled checks, account statements, or other similar documentation showing that Recipient used the Award funds for the Approved Use of Award Funds.

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**Section 6. Acknowledgement of Responsibility for Taxes.** Before any Award funds can be issued to Recipient, Recipient must provide a completed IRS Form W-9. Award funds *may* be taxable as income. Recipient shall be solely responsible for determining and paying all applicable taxes.

**Section 7. Recipient’s Breach.** If Recipient materially violates any requirement of this Agreement, including, but not limited to, the Use of Funds and Post-Award Reporting requirements of Sections 4 and 5, respectively, Recipient shall return to the City of Kodiak, and shall be liable for, the full amount of Award funds disbursed to Recipient.

**Section 8. Indemnification.** No joint venture or partnership is formed as a result of the Agreement.

Recipient, its successors and assigns, will protect, save, and hold harmless KEDC, the City of Kodiak, and the State of Alaska, and their authorized agents and employees (collectively, “Indemnitees”) , from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of Recipient, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Agreement. Recipient further agrees to defend Indemnitees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Indemnitees, provided, that if the claims or damages are caused by or result from the concurrent negligence of Indemnitees, and Recipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Recipient, or Recipient’s agents or employees.

Award:	Approved Use of Award Funds
<b>Kodiak Economic Development Corporation</b>	<b>Recipient</b>
	Business or Entity Name
Signature	Signature
John Whiddon - President	Printed Name and Title
Date	Date
	<input type="radio"/> I have attached a completed W-9.