

AGREEMENT

THIS AGREEMENT by and between the County of Lackawanna (hereinafter referred to as “The County”), and the Borough of Clarks Summit, Lackawanna County, Pennsylvania (hereinafter referred to as “the Municipality”).

WHEREAS, the County applied for certain grant monies from the Commonwealth of Pennsylvania Office of Community and Economic Development through the Coronavirus Aid, Relief, and Economic Security Act, Public Law No.116-136, (the “CARES Act”) and more particularly grant monies made available through the Covid-19 County Relief Block Grant, and

WHEREAS, the Municipality has submitted and/or will submit application(s) for some of the CARES ACT grant funds from the County for reimbursement of certain expenses which the Municipality has incurred or anticipates incurring which related to a novel coronavirus (now known as “Covid-19”).

NOW THEREFORE and in consideration of the covenants and restrictions contained in this Agreement, the Parties agree as follows:

1. It is specifically understood and agreed that, as the Applicant for these funds, Lackawanna County shall be indemnified and held harmless by the Municipality for any costs, reimbursements, legal fees, application fees and any and all obligations imposed by the Commonwealth for use of the funds which have specifically distributed to and received by the Municipality as part of the through the CARES Act and more particularly grant monies made available through the Covid-19 County Relief Block Grant (hereinafter “the Funds”).
2. The Municipality shall specifically be responsible for any and all accounting of the use of the Funds, reports and audits that are required by the Commonwealth or any other governmental agencies monitoring this project.
3. Lackawanna County shall not be responsible for any sums of money, including any matching funds, borrowings, or any obligation to repay the Funds; to provide for any shortfalls with regards to the use of the Funds as so received by the Municipality, and the Municipality specifically warrants, guarantees and acknowledges that it shall be ultimately responsible

for the use of the Funds; accountings and required reporting of the use of the Funds to any and all agencies including but not limited to the Commonwealth of Pennsylvania.

4. The Municipality shall insert in any contracts for the expenditures of the Funds a hold harmless agreement with any and all contractors, providers and vendors pursuant to any construction stating that the County is not responsible for nor obligated to any vendors, contractors for contracts entered into on behalf of the Municipality throughout any period or project undertaking by the Municipality and further; the Municipality shall indemnify and hold harmless the County for any of its activities and contractual relationships entered into for the expenditures of the Funds in furtherance of the Funds.
5. The Municipality will ensure that all expenditures and program activities relating to the Funds are in full compliance with all applicable federal, state and local laws and regulations.
6. The Municipality hereby acknowledges that, pursuant to the Covid-19 County Relief Block Grant, the County is obligated to reimburse the Commonwealth for any expenditures of the Grant that are found to be ineligible by the Commonwealth and/or the Office of the Budget(OB) (“Ineligibility Reimbursement”). The Municipality, as the sub-grantee of the Grant, does hereby warrant and represent to the County that any project request in connection with the Funds is eligible for reimbursement. The Municipality shall, indemnify and hold harmless the County, including the Board of Commissioners, its agents and employees, from and against any and all claims, liabilities, losses, damages, costs, penalties and expenses, including reasonable attorney’s fees, to the extent caused or arising out of this Agreement, for the Ineligibility Reimbursement that the County may be required to make in connection with the Funds.
7. The purpose of this Agreement is to place the responsibility for the administration, accounting and expenditures for the Funds solely upon with the Municipality and for the Municipality to hold harmless and indemnify the County from any exposure financially and legally in connection with the Funds.
8. The County and Municipality understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to the requests made pursuant to the Pennsylvania Right-to-Know Act (RTKA), and the Municipality agrees to assist the County in any matter arising out of the RTKA related to his Agreement.

Now therefore and intending to be legally bound the parties set their hands and seals this _____ day of _____, 2020.

LACKAWANNA COUNTY

BOROUGH OF CLARKS SUMMIT

By: _____

By: _____

Title: _____

Title: Council President

ATTEST:

ATTEST:

By: _____

By: _____