



This Agreement is made between the City of Englewood, Colorado (“City”) and \_\_\_\_\_ (“Grantee”) for the Residential Flood Mitigation Grant (“Grant”).

In consideration of the benefit of being provided by this Grant, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I hereby consent and agree to the following terms (“Release”):

1. Nothing in this Agreement shall impose any liability or duty upon the City to any person employed or engaged by Grantee as a coordinator, consultant, contractor, or in any other capacity providing services for the project(s) listed on the Grant Application.
2. Grantee, on behalf of itself and any subgrantees, successors and assigns, hereby assumes all liability and responsibility for any injuries, deaths, claims, demands, causes of action, or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of or in connection with this Agreement, the Grant funds, the project(s) listed on the Grant Application, or any activities performed in connection with this Agreement.
3. Grantee, on behalf of itself and any subgrantees, successors and assigns, agrees to release and hold the City harmless from any and all claims, causes of action, damages, or losses of any nature whatsoever, including without limitation any property damage sustained should there be any future flood damage following the completion of the project(s) listed on the Grant Application, Grantee may have concerning the work funded by this Agreement.
4. THE CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS, OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL THE CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE PROJECT(S) OR ANY ACTIVITIES PERFORMED IN CONNECTION



WITH THIS AGREEMENT. NO TERM OR CONDITION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A WAIVER, EXPRESS OR IMPLIED, OF ANY OF THE IMMUNITIES, RIGHTS, BENEFITS, PROTECTIONS, OR OTHER PROVISIONS OF THE COLORADO GOVERNMENTAL IMMUNITY ACT, CRS §24-10-101 ET SEQ., OR THE FEDERAL TORT CLAIMS ACT, 28 U.S.C. §§1346(B) AND 2671 ET SEQ., AS APPLICABLE NOW OR HEREAFTER AMENDED.

- 5. By accepting the grant funds, Grantee, on behalf of itself and any subgrantees, successors and assigns, agrees to waive any claim against the City for any and all claims for injury, damages, remediation, or repairs allegedly caused or contributed to by any prior flooding event at the location, whether known or unknown.
- 6. Grantee shall comply with all the terms and conditions of the Grant Application, which are incorporated into this Agreement.
- 7. Grantee shall comply with all ordinances, rules, and regulations of the City of Englewood.
- 8. This Agreement is made under and conformable to the provisions of Englewood Municipal Code (EMC) § 4-1-3-4, which provides standard contract provisions for all contractual agreements with the City. Insofar as applicable, the provisions of EMC § 4-1-3-4 are incorporated by reference.

I hereby acknowledge that I have carefully read and understood the contents of this document and am signing it of my own free will.

**Grantee Name (print)** \_\_\_\_\_

**Date** \_\_\_\_\_

**Grantee Signature** \_\_\_\_\_

**Date** \_\_\_\_\_