

SHELBY COUNTY CARES ACT SMALL BUSINESS ASSISTANCE GRANT AGREEMENT

Sample Grant Agreement – 7-21-2020

This GRANT AGREEMENT is entered into by and between the Board of County Commissioners of Shelby County, Ohio (“SHELBY COUNTY”), and *Insert Name* (“GRANTEE”), with a mailing address of _____. SHELBY COUNTY and GRANTEE are sometimes collectively referred to in this AGREEMENT as “Parties.”

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency (“Pandemic”); and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) was passed by Congress, establishing a \$150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, as a county with a population of approximately 50,000, Shelby County is a unit of local government eligible for receipt of direct payment under the CARES Act, and as such is eligible to receive up to \$1.4 Million from the Coronavirus Relief Fund; and

WHEREAS, the Board of County Commissioners of Shelby County, Ohio (“SHELBY COUNTY”) passed a resolution on June 11 outlining the priorities of the County’s CARES Act allotment that included, among other priorities, assistance to small businesses; and,

WHEREAS, SHELBY COUNTY, in partnership with the Sidney-Shelby Economic Partnership (SSEP) and Sidney-Shelby County Chamber of Commerce (SSCC) have developed a Small Business Relief Program (“Program”) to provide Shelby County small businesses with some monetary relief of the business interruption costs caused by the Pandemic in the form of grants of CARES Act funding; and

WHEREAS, SHELBY COUNTY has engaged SSEP and SSCC to assist in the administration of the Program, which includes, the solicitation and review of applications, distribution of pass-through grant funds to approved businesses and, in partnership with SHELBY COUNTY, follow up activities to ensure grantees comply with the requirements and obligations of the grant award; and

WHEREAS, GRANTEE submitted an application (“Grant Application”) for the reimbursement of certain costs of business interruption caused by required closures, such Grant Application is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, in accordance with the terms and conditions of this Grant Agreement, SHELBY COUNTY desires to distribute to GRANTEE a one-time payment in the amount of _____ (“Grant Funds”) to reimburse GRANTEE for certain costs that it incurred in relation to the interruption of its business due to required closures occurring as a result of the Pandemic.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. SHELBY COUNTY hereby awards to GRANTEE, a grant in the amount of \$_____ for the purpose of reimbursing costs of business interruption caused by required closures arising from the Pandemic. The specific uses for the Grant Funds are detailed in the Grant Application, attached hereto as Exhibit A and incorporated herein by reference.

2. GRANTEE warrants and represents that by accepting the Grant Funds at the time it submitted its Grant Application that it met the eligibility requirements of the Program set forth on Exhibit B, attached hereto and incorporated herein by reference. If at any time, it is determined that GRANTEE did not meet the eligibility requirements at the time it submitted its Grant Application, all of the Grant Funding shall be immediately repaid to SHELBY COUNTY by GRANTEE.

3. GRANTEE understands and agrees that the Grant Funds provided to the GRANTEE shall be used for only the expenses identified in the Grant Application. Any other use of Grant Funds, without prior written approval of SHELBY COUNTY, shall be considered a non-allowable expenditure. If at any time, it is determined that Grant Funds were used to pay for any non-allowable expenditure, all or a part of the Grant Funding (as determined by SHELBY COUNTY in its sole discretion) shall be immediately repaid to SHELBY COUNTY by GRANTEE.

4. GRANTEE understands and agrees that it shall not use Grant Funds to reimburse ineligible expenses identified on Exhibit C, attached hereto and incorporated herein by reference. If at any time, it is determined that Grant Funds were used to pay for ineligible expenses, all or a part of the Grant Funding (as determined by SHELBY COUNTY in its sole discretion) shall be immediately repaid to SHELBY COUNTY by GRANTEE.

5. GRANTEE warrants and represents that all statements, records and information submitted to SHELBY COUNTY in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all of the Grant Funding shall be immediately repaid to SHELBY COUNTY by GRANTEE.

6. The GRANTEE agrees to submit a Grant Close-Out Report no later than *October 1, 2020*, in the form of Exhibit D, attached hereto and incorporated herein by reference, which will include, but is not limited to, the following: (a) the number of jobs retained and/or created; (b) summary of the impact the funds had on the business and its operations; and (c) documentation of expenses reimbursed with Grant Funds. If it determined that the GRANTEE cannot properly substantiate all or a part of its Eligible Expenses, all or a part of the Grant Funding (as determined by SHELBY COUNTY in its sole discretion) must immediately be repaid to SHELBY COUNTY by GRANTEE.

7. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar year following receipt of such funds. SHELBY COUNTY shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.

8. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to SHELBY COUNTY. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to SHELBY COUNTY by GRANTEE.

9. GRANTEE certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

10. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.

11. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.

12. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.

13. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.

14. This GRANT AGREEMENT shall terminate *October 1, 2020*, unless extended by written agreement of the parties before that date or otherwise terminated as provided herein. Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.

15. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of SHELBY COUNTY and GRANTEE.

16. GRANTEE must provide SHELBY COUNTY its DUNS number and Bank Routing Number (for fund transfer purposes) at the time this GRANT AGREEMENT is returned. GRANTEE shall sign and return this GRANT AGREEMENT within ten (10) calendar days of receipt or the Grant Funding may be forfeited.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this GRANT AGREEMENT and do so in my respective capacity.

GRANTEE - NAME:

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

BOARD OF COUNTY COMMISSIONERS, SHELBY COUNTY, OHIO

Signature: _____

Anthony J. Bornhorst

Signature: _____

Robert A. Guillozet

Signature: _____

Julie L. Ehemann

Date Signed: _____

EXHIBIT A
Grant Application6

EXHIBIT B
Program Eligibility Requirements

EXHIBIT C
Ineligible Expenditures

EXHIBIT D
Grant Close-Out Report
Due _____