

## HAMILTON COUNTY CARES ACT SMALL BUSINESS ASSISTANCE GRANT AGREEMENT

This GRANT AGREEMENT is entered into by and between HCDC, Inc. ("HCDC"), Board of County Commissioners of Hamilton County, Ohio ("Board") and \_\_\_\_\_ ("GRANTEE"), with a mailing address of \_\_\_\_\_, Cincinnati, Ohio 452XX. Board, HCDC 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 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 that exceeds 500,000, Hamilton County is a unit of local government eligible for receipt of direct payment under the Cares Act, and as such received \$142 Million from the Coronavirus Relief Fund; and

WHEREAS, the Board of County Commissioners ("Board") passed a resolution on June 2, 2020 approving the County's CARES Act Plan that included, among other priorities, assistance to small businesses; and,

WHEREAS, the Board, in collaboration with HCDC and Hamilton County Planning + Development, has developed a Small Business Relief Program ("Program") to provide Hamilton 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, the Board has engaged HCDC 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 Hamilton 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, HCDC 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. HCDC 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 it meets 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, all of the Grant Funds shall be immediately repaid to HCDC 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 the HCDC, shall be considered an Ineligible Expense. If at any time, it is determined that Grant Funds were used to pay for any Ineligible Expense, all or a part of the Grant Funds shall be immediately repaid to HCDC 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 shall be immediately repaid to HCDC by GRANTEE.
5. GRANTEE represents that it did not receive or been approved to receive more than \$20,000 in other federal assistance for lost revenue or expenses arising from the pandemic, including Paycheck Protection Program, Emergency Disaster Loan. GRANTEE further represents that it has the present ability to use the Grant Funds for expenditures over and above those expenses already paid for or to be paid for with other federal, state, local or other funding assistance. If it is determined that GRANTEE received Grant Funds in a manner that is not in compliance with this Paragraph, all of the Grant Funds shall be immediately repaid to HCDC by GRANTEE.

6. GRANTEE warrants and represents that all statements, records and information submitted to HCDC 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 Funds shall be immediately repaid to HCDC by GRANTEE.
7. The GRANTEE agrees to submit a Grant Close-Out Report no later than December 15, 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) operational status of the business; 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 Funds must immediately be repaid to HCDC by GRANTEE.
8. 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. HCDC 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.
9. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to the HCDC. 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 HCDC by GRANTEE.
10. 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.
11. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.
12. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.

13. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.
14. 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.
15. This GRANT AGREEMENT shall terminate December 30, 2020, unless extended by written agreement of the Parties before the 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.
16. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of the Parties.
17. GRANTEE must provide HCDC its DUNS number and Bank Routing Number (for fund transfer purposes) at the time this GRANT AGREEMENT is returned to HCDC. GRANTEE shall sign and return this GRANT AGREEMENT within ten (10) calendar days of receipt or the Grant Funds 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: \_\_\_\_\_

**HCDC, INC.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO**

Signature: \_\_\_\_\_

Jeff Aluotto \_\_\_\_\_  
County Administrator

**EXHIBIT A**

**Grant Application**

**EXHIBIT B**  
**Program Eligibility Requirements**

1. Must be a for-profit entity with a location in Hamilton County.
2. Have a Federal Taxpayer Identification Number for its type of business and a DUNS number.
3. Have been operational since January of 2019.
4. Have less than \$2 million in gross revenue/receipts on an annual basis.
5. Must have experienced a financial impact due to COVID-19 public health emergency.
  - a. If the business was required to cease operations due to Ohio Department of Health Orders, no additional documentation is required.
  - b. If the business was not required to cease operations due to Ohio Department of Health Orders it must have a decrease in gross revenue/receipts of 15% or more due to COVID-19 when comparing April - May, 2019 revenue/receipts to revenue/receipts for April - May, 2020.
6. Has not received or not been approved for more than \$20,000 in other federal assistance for lost revenue or expenses arising from the pandemic, including Paycheck Protection Program, Emergency Disaster Loan.
7. Has not been approved for a business interruption insurance claim as result of COVID-19.
8. Business location in Hamilton County, Ohio and the grant funding will be used for expenses for that business.
9. Must be able to attest that it is in compliance with federal, state, or county and local requirements applicable to its type of business.
10. Must be able to must attest that it is current with all federal, state, county and local taxes and fees.
11. Must be able to attest that it is in good standing with all applicable government regulations related to building code or property maintenance issues.
12. Must be able to attest that it is not a nuisance property for police/fire/EMS calls.
13. Must be able to attest that it is not currently in bankruptcy.

## **EXHIBIT C**

### **Ineligible Expenses**

1. Cost of vehicle or equipment leased or purchased after March 15, 2020, except if the purchase of equipment is to comply with Responsible RestartOhio.
2. Personal, non-business expenses of the business or its owner(s).
3. Construction costs.
4. Any tax, license or fee obligations payable to any governmental entity.

**EXHIBIT D**  
**Grant Close-Out Report**  
**Due December 15, 2020**

**Business Name:**  
**Business Address**  
**Applicant Name**  
**Email**  
**Phone Number**  
**Amount of Grant Received:**

**Summarize the impact the grant funds had on the business and its operations:**

**Project Budget Summary**

Submit/attach all invoices and proof of payment for grant funded expenditures. ***The expenditures should only include those allowable per the grant agreement*** (add more rows if necessary). Total amount of expenditures and documentation MUST BE EQUAL to or GREATER than the grant amount.

Date of Expenditure	Purpose of Expenditure	Amount
Total		\$

**Job Retention and Creation**

Type of Job	# Retained	Avg Hours Per Week	# Created	Avg Hours Per Week
Part Time				
Full Time				

I certify that the foregoing charges are true and accurate to the best of my knowledge. These expenditures represent approved grant costs that have been previously paid by the grantee.

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**Print Name/Title**

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**Authorized Signature**

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**Title**

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**Date**