

Warren County CARES Act Grant Program Application for Volunteer Based Non-Profits - Instructions

REQUIRED DOCUMENTATION CHECKLIST

- Prior 2 years completed tax returns
- Interim financial records
 - March 1 – July 31, 2019 and March 1 – July 31, 2020
- Tax form 990 or 1023
- Documentation of eligible expenses for which funding will be used
- Vendor Packet Info (downloadable at www.co.warren.oh.us)
 - Completed W-9
 - New vendor form
 - Vendor information sheet

- Completed terms and conditions (at the end of this application)
- Written summary description of COVID-19 negative impacts.

SUPPORTIVE DOCUMENTATION (IF AVAILABLE) CHECKLIST

- Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
- Certificates of good standing from State of Ohio or local communities

Warren County CARES Act Grant Program Application for Volunteer Based Non-Profits

Applicants are eligible for funding even if previous assistance has been received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs), but funds cannot be applied toward an expense already paid under a separate award.

This program is designed for non-profit organizations which are entirely volunteer based with no payroll, but have expenses such as mortgage/rent, utilities, etc. The grant amount will be awarded at the discretion of the Warren County Board of County Commissioners, subject to the limitations of available CARES Act relief funds dedicated to this specific purpose. The relief is designed to offset interruptions and/or for direct costs of responding to the COVID-19 pandemic public health emergency in the same manner as the County may provide assistance to a for-profit business.

Minimum Eligibility Requirements:

- 1.) Organization must be located in Warren County
- 2.) Organization must be open to and interact with the public
- 3.) Organizations must be able to demonstrate negative impact due to COVID-19
- 4.) Organization must be operational since at least January 1, 2019
- 5.) Organization must be current on all local and county taxes
- 6.) Organization must be in good standing with local, state, and federal agencies
- 7.) Organization must not currently be in receivership or bankruptcy
- 8.) Organization must plan to continue operating following COVID-19 pandemic
- 9.) Organization must agree to terms and conditions at the end of this application.

*Political parties are ineligible from applying through this program.

CONTACT/GENERAL INFORMATION

1. Applicant's name:
2. Contact information (not generic email such as info@business.com):
3. Legal organization name:
4. Legal organization mailing address:
5. Organization website (if applicable):
6. Federal tax ID (EIN):
7. State charter number:
8. NAICS Industry Code and/or SIC Code:
9. Type of organization (ex. 501 (c) (3), (4), (6), etc.):
10. Organization street address:
 - a. **Must be in located in Warren County to be eligible.**
11. Please describe the nature of your organization:
12. Names of officers (names of all primary officers of the organization (Name & Title):

UNDERSTANDING THE NEED

13. Amount of funding requested:
14. Provide a summary of how COVID-19 has had negative impacts on your business/organization:
 - a. **Must be able to demonstrate costs of business interruption caused by required COVID-19 closures to be eligible.**
 - b. **Please provide financial statements from March 1 – July 31, 2019 along with interim statements from March 1 – July 31, 2020 in the documentation section.**
 - c. **Please provide a written summary describing the negative impact COVID has had on your organization (for example describe the level of reduced foot traffic or decreased donations, memberships, or contributions) in the documentation section.**

15. List any other assistance your business/organization has received: (ex. SBA, PPP funding, or funding from other municipalities or private grant programs):
 - a. **Please provide backup evidence in the documentation section.**
 - b. **Organizations which have not received prior assistance will be given first priority.**

DETERMINING ELIGIBILITY

- 16. Number of years in operation (Years: ____ Months: ____):
 - a. **Must have been in business/operation since January 1, 2019 to be eligible.**
- 17. Is your organization current on all local and county taxes? Y/N
 - a. **Answer must be yes to be eligible.**
- 18. Is your organization in good standing with local, State, and federal agencies? Y/N
 - a. **Answer must be yes to be eligible.**
 - b. **If available, please provide certificates of good standing or similar documentation in the documentation section. This is not required.**
- 19. Is your business/organization currently in receivership or bankruptcy? Y/N
 - a. **Answer must be no to be eligible.**
- 20. List/describe the eligible costs for which this funding will be used.
 - a. **Appropriate documentation of these expenses must be submitted with application in the documentation section.**

21. For each category, please estimate the amount to be expended by applicant’s business due to the COVID-19 pandemic. Expenses should be incurred or projected during the period March 1 – December 30, 2020:

Rent/Mortgage Payments	
Machinery/Equipment Payments	
Utility Payments	
PPE/Restart Ohio Expenses	
Recovery Planning	
TOTAL	

- 22. Annual revenue in 2019: \$
- 23. Annual revenue 2020: \$
- 24. Estimated lost revenue due to COVID-19: \$
- 25. Is your organization closed? (State-mandated, required closures due to COVID-19 not included): Y/N
 - a. If yes, closure reason:

- 26. Do you plan to continue your organization following the COVID-19 pandemic: Y/N
 - a. **Answer must be yes to be eligible.**

DOCUMENTATION

REQUIRED DOCUMENTATION – *If any of the following information is not submitted, your application may be rejected.

1. Prior 2 years completed tax returns
2. Interim financial records
 - a. March 1 – July 31, 2019 and March 1 – July 31, 2020
3. Tax form 990 or 1023
4. Documentation of eligible expenses for which funding will be used
5. Vendor Packet Info (downloadable at www.co.warren.oh.us)
 - a. Completed W-9
 - b. New vendor form
 - c. Vendor information sheet
6. Completed terms and conditions (at the end of this application)
7. Written summary description of COVID-19 negative impacts.

SUPPORTIVE DOCUMENTATION (IF AVAILABLE)

1. Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
2. Certificates of good standing from State of Ohio or local communities

TERMS & CONDITIONS –

The undersigned Applicant [also referred herein as “Grantee”], a duly authorized signatory or Officers of the Applicant, hereby certify that the statements made in the forgoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of Business Relief Program assistance.

Further, the undersigned Applicant agrees that a grant is only awarded based upon, and in reliance upon, the information provided by the Applicant. Further, a grant shall only be awarded Warren County Board of County Commissioners (hereinafter “County”) pursuant to and in consideration of the following promises and covenants, which shall be binding upon the County and Applicant/Grantee, the sufficiency of which is hereby acknowledged and agreed upon as follows:

1. **Funding Purpose.** This Agreement is meant to obligate and disburse funds in the amount set forth on the first page of this Agreement (“Program Grant Funds”) to be used by Grantee for eligible business expenses in accordance with the Program Guidelines, including costs related to business interruption as a result of required closures, this Agreement and Grantee’s Program Application (the “Program Application”) submitted by Grantee. In the event of a conflict between the body of this Agreement and any of the Program Guidelines, the body of this Agreement shall govern. The Grantee acknowledges that the County has relied upon the statements and representations made by the Grantee in the Program Application in awarding the Program Grant Funds, and as more fully set forth in Section 19, below, any knowingly false statements contained therein shall require Grantee to immediately return any Program grant Funds.
2. **Total Allocation.** Unless provided otherwise in writing, this Agreement, and the amount of the Program Grant Funds represents the total allocation to Grantee from the County. The County reserves the right to reduce, recapture, and/or reallocate any portion, or all, of the Program Grant Funds based on Grantee’s failure to abide by this Agreement.
3. **Use of the Program Grant Funds.** The Program Grant Funds must be used exclusively for such eligible business expenses as set forth in the Program Guidelines and below, including, but not limited to, the business expenses set forth in the Program Application and the first page of this Agreement. Eligible expenses are those that are related to business interruption as a result of required closures or that the business faces uncertainty as to its ability to pay due to the pandemic and that are deductible ordinary and necessary business expenses under the U.S. Internal Revenue Code, including, but not limited to:
 - a. **Mortgage payments** for Grantee’s principal place of business or such other business location in Warren County. Mortgage payments for the primary residence of any person owning an interest in Grantee are not eligible.
 - b. **Rent payments** for Grantee’s principal place of business or such other business location in Warren County. Rent payments for the primary residence of any person owning an interest in Grantee are not eligible.

- c. Utility payments – electric, gas, sewer, water, trash removal – for Grantee’s principal place of business or such other business location in Warren County. Utility payments for the primary residence of any person owning an interest in Grantee are not eligible.
- d. Health, property and casualty and liability insurance payments.
- e. Vehicle and equipment lease or rental payments for vehicles and equipment acquired on or prior to March 15, 2020. Lease payments for vehicles primarily used for the personal use of any person owning an interest in Grantee are not eligible.
- f. Salaries or wages of all employees employed by the business.
- g. Such other costs related to interruption of the business caused by required closures, including the closure of the business’s suppliers and/or customers.

Additionally, if the Grantee is a sole proprietor, it may use Program Grant Funds to replace a portion of its lost revenue, as follows:

If the Grantee filed IRS Form 1040 and Schedule C thereto for tax year 2019, or, in the event the Grantee has not filed IRS Form 1040 for tax year 2019, but has filed IRS Form 1040 and Schedule C thereto for tax year 2018, then the Grantee can use the grant funds to pay the Grantee the equivalent of up to 1/6 of the net profit reported by the Grantee on line 31 of the applicable Schedule C.

All expenses paid using Program Grant Funds must either be incurred by the Grantee or paid by the Grantee on or after March 15, 2020, and within ninety (90) calendar days of receipt of Program Grant Funds. No Program Grant Funds may be used to pay for vehicles or equipment leased or purchased after March 15, 2020 (this prohibition is not intended to apply to inventory of the Grantee).

All business expenses paid with Program Grant Funds shall be supported by documentation as set forth in Section 7, below.

4. Payment of Program Grant Funds. Upon receipt of an executed copy of this Agreement from Grantee, County shall produce and deliver to Grantee a check in the full amount of the Program Grant Funds, which will be mailed to Grantee by regular U.S. Mail. County shall use its best and reasonable efforts to deliver the Program Grant Funds as expeditiously as possible, but will not be liable to the Grantee for the length of time to deliver the Program Grant Funds to Grantee. In the event that Grantee has not received the Program Grant Funds within thirty (30) business days of receiving a fully-executed copy of this Agreement from the County, Grantee shall notify the County of the same and the County shall use its best and reasonable efforts to identify the status of, and deliver, the payment of the Program Grant Funds.

5. Conditions. Grantee shall undertake all activities in accordance with the Program Guidelines, Program Application and this Agreement. The parties agree that this Agreement along with the Program Application are deemed to be the sole basis of payment of Program Grant Funds to Grantee.

Furthermore, as an express condition of receiving the Program Grant Funds, Grantee represents and warrants that it has not permanently closed as a result of the COVID-19 pandemic, that it does not intend to close as a result of the COVID-19 pandemic, and that it intends to resume business operations when, and to the extent, it can practically and lawfully do so.

The Program Grant Funds being received by Grantee are being provided by County as part of the Warren County Board of County Commissioners' response to the COVID-19 pandemic, and County, and the Program Grant Funds have been funded by the County through funds it received under section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"). As a condition to this Grant, the Grantee shall use the funds received only for the purposes set forth in the Program Guidelines, which are consistent with the purposes authorized under the CARES Act.

6. Term. This Agreement shall be binding upon both parties during the period commencing on the Effective Date until the later of the date that (a) all Program Grant Funds have been paid by the County to the Grantee, the Program Grant Funds have been expended by the Grantee, and the Grantee has met all of its obligations pursuant to Section 7, below, or (b) this Agreement is earlier terminated pursuant to the terms and conditions of this Agreement (the "Term").

7. Reporting. No later than one hundred twenty (120) calendar days from the Effective Date, Grantee must submit a Grant Expense Report to the County substantially in the form attached hereto as Exhibit A, which is incorporated herein by reference ("Grant Expense Report") itemizing all business expenses paid using the Program Grant Funds. Additionally, Grantee shall attach to the Grant Expense Report supporting documentation evidencing that all expenses listed are eligible expenses and that the same has been paid. Such documentation shall include cancelled checks, paid invoices, bank statements, or similar documents evidencing payment.

In the event Grantee does not provide a Grant Expense Report by the date set forth in this section, County shall notify Grantee of such failure. Further failure to submit a Grant Expense Report within ten (10) business days after receiving written notice of such failure after such Grant Expense Report is due shall be a breach of this Agreement.

In the event the Grant Expense Report provided by Grantee is incomplete, identifies ineligible expenses or fails to include documentation of all eligible expenses, the County shall notify the Grantee of the same in writing. Grantee shall have thirty (30) calendar days after receipt of such notification to remedy any noticed deficiency, and failure to do the same shall be a breach of this Agreement.

8. Additional Information. Grantee shall provide to County any additional reports or information relating to this Agreement and its use of Program Grant Funds as the County may, from time to time, reasonably request to evidence Grantee's compliance with the terms of this Agreement.

9. Records, Access, and Maintenance. Grantee shall establish and maintain, for at least five (5) years from the termination of this Agreement, such records as are reasonably required by the County to confirm compliance with this Agreement, including, but not limited to, financial reports, contracts, invoices, leases, mortgage statements and other documentation of expenses, and all other relevant information related to the expense of the Program Grant Funds. The parties further agree that records required by the County with respect to any questioned costs, audit disallowances, litigation or dispute between the County and Grantee shall be maintained for five (5) years beyond the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the County shall require a review of the records related to this Agreement, Grantee shall, at its own cost and expense, segregate all such records related to the Program Grant Funds, and this Agreement, from its other records of operation.

10. Audits and Inspections. At any time, during normal business hours, upon reasonable notice and as often as the County may reasonably deem necessary, and in such a manner as not to unreasonably interfere with the normal business operations of Grantee, Grantee shall make available to the County, for examination, all of its records with respect to matters expressly covered by this Agreement (provided that such records may be redacted by Grantee such that they only include information responsive to matters expressly covered by this Agreement, including, but not limited to, records of Grantee's personnel and conditions of employment and shall permit the County, or its agents, to audit, examine and make excerpts, transcripts, or copies of, or from, such records, at the sole expense of the County.

11. Default. Grantee shall be in default of this Agreement ("Event of Default") if, after the expiration of any notice requirement and right to cure set forth above:

- a. Grantee fails to expend the Program Grant Funds within ninety (90) calendar days of receipt of the same by the Grantee,
- b. Grantee fails to expend the Program Grant Funds in accordance with the terms and conditions of this Agreement,
- c. Grantee elects, in its sole discretion, to terminate this Agreement upon written notice to County,
- d. Grantee fails to comply with the reporting requirements contained in Section 7 of this Agreement, or
- e. Grantee fails to perform any other obligation under this Agreement, and

12. Remedies. Following an Event of Default by Grantee, the County may exercise one, or more, of the following remedies:

- a. Demand Repayment of Program Grant Funds. The County may demand repayment of the Program Grant Funds. Grantee shall not be required to repay an amount that exceeds the Program Grant Funds disbursed to Grantee.
- b. Other Legal Remedies. The County may pursue any other legal or equitable remedies the County may have under this Agreement or applicable law. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, or (b) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the Program Grant Funds disbursed to Grantee.
- c. Remedies Cumulative. The remedies provided to the County under this Agreement and those provided by law or in equity, are the exclusive remedies in the case of an Event of Default. No delay or omission by the County in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised, from time to time, as often as may be deemed by the County to be expedient or appropriate.

13. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the County of any of its rights hereunder.

14. Nondiscrimination. Grantee covenants that it shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic protected by law during the undertaking of the project or program for which the Grant Funds are being disbursed to Grantee.

15. Conflict of Interest. The Grantee covenants that no member, officer, employee, designee or agent of Grantee presently has a financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that no member, officer, employee, designee or agent have any interest in any contract that will be paid using Program Grant Funds, except where the same would be an eligible business expense as defined in the Program Guidelines (ie salary expenses paid or rent legitimately paid by the Grantee to an interested party). Furthermore, no member, officer, employee, designee or agent of the Grantee have a financial interest in the County, nor are they a relative of any officer or employee of the County with any direct or indirect involvement in the Program.

16. Indemnification. Grantee shall indemnify, protect, defend and hold harmless County and its employees, officers, members, designees and agents from and against any and all claims, actions, causes of actions, proceedings, damages, costs, liens, judgments, penalties, attorney's, expert and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, this Agreement and Grantee's use of the Program Grant Funds, the conduct of Grantee's business, any act, omission or neglect of Grantee, its employees, officers, members, designees and agents. The foregoing shall include, but not be limited to, the defense or pursuit of any claim, action, cause of action or proceeding involved therein, and whether or not (in the case of claims made against County) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against County by reason of any of the foregoing matters. County may elect to select its own defense and of any of the foregoing matters and to seek payment and/or reimbursement for the same by Grantee, or Grantee shall, upon notice from County, defend the same at Grantee's expense by counsel reasonably satisfactory to County and County shall cooperate with Grantee in such defense. County need not have first paid any such claim in order to be so indemnified.

17. Adherence to State, Federal, and Local Laws and Regulations. Grantee agrees to comply in all material respects with all applicable federal, state and local laws in the performance of this Agreement.

18. Outstanding Liabilities. Grantee affirmatively covenants that it is not delinquent to the County of Warren for taxes on any real property, or any political subdivision within Warren County for taxes on income or employment.

19. Falsification of Information. Grantee affirmatively covenants that to the actual knowledge of the individual executing this Agreement on behalf of Grantee, it has made no false statements to the County in the process of obtaining the Program Grant Funds, including but not limited to the Grant Application. If the individual executing this Agreement on behalf of Grantee has knowingly made a false statement to the County to obtain the Program Grant Funds, Grantee shall be required to return all

Program Grant Funds actually received immediately, and shall be ineligible for any future assistance through the Program.

20. Storage and Use of Information. The County will take reasonable steps to secure all information, including social security numbers, employee identification numbers W-9s and other tax information, provided by Grantee in the application process and to comply with provisions of this Grant Agreement. The collection of the information is for the County's internal use, and the County will not share such information with any entity other than the members of the Warren County Small Business Development Alliance or Small Business Development Center [Grant Administrators], the County of Warren, any other local political subdivision, the State of Ohio or the federal government, for the purposes set forth in the Program Guidelines, any required reporting requirements between Warren County and the Warren County Small Business Development Alliance, and for any other lawful purposes, including, but not limited to, any necessary audits of the Program. In no event shall the County be liable to Grantee for any breach of the security of the information provided by Grantee other than for reckless, willful and wanton disregard of the security of such information.

21. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Warren County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may be, or are, required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail to the addresses set forth on the first page of this Agreement.

f. Amendments or Modifications. Either party may, at any time during the Term, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the guidelines relating to the Grant Funds. Should the parties consent to the modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of the Chamber.

j. Counterpart. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A digital, electronic, pdf, facsimile or other copy of a signature of a party hereto, including execution and delivery of the Agreement by electronic exchange, shall be deemed an original for purposes of this Agreement.

GRANTEE:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Warren County CARES Act Grant Program Expense Report

Grantee Name: _____

Grantee Address: _____

Grantee Phone Number: _____

Grantee Email: _____

Date of Payment	Name of Payee	Invoice #	Purpose	Check #	Verification Attached?

The undersigned hereby certifies that all expenses set forth above were paid by the Grantee using the Warren County CARES Act Grant Program funds and that the foregoing are all eligible business expenses. The undersigned further understands that, in the event funds were not properly spent, that they may need to be repaid to the Warren County Board of County Commissioners.

Grantee Signature

Date