

**WILLOUGHBY HILLS' CARES ACT
FUNDING ASSISTANCE PROGRAM FOR
SMALL BUSINESS ECONOMIC RELIEF
IN THE CITY OF WILLOUGHBY HILLS**

PROGRAM PURPOSE: Grants under this Program ("Program") are being made with the intention to provide immediate funding to small businesses in the City of Willoughby Hills. This Program is intended to provide the business ownership and management with reimbursement opportunities for personal protective equipment (PPE) or cleaning supplies provided to their customers for assistance in the prevention and the spread of COVID-19.

AMOUNT FUNDED: up to \$2,000 maximum per small business, on a first come, first served basis.

USE OF FUNDS: Eligible costs for reimbursement include personal protective equipment and cleaning supplies to include face masks, hand and surface sanitizers, paper towels, disinfectant wipes, face shields, construction and/or installation of plexiglass shields or barriers to promote social distancing, no-touch soap or paper towel dispensers, infrared forehead thermometers, COVID-19 safety communication costs to residents and signage to promote social distancing, such as elevator limitations and floor markings signage. No sales tax or shipping and handling fees will be considered. In addition, all expenses paid using Program funds must be paid by the business on or after March 1, 2020, through September 30, 2020, at which time the City of Willoughby Hills will be reporting expenses to the Ohio Office of Budget and Management.

TYPE OF ASSISTANCE: Grant by way of reimbursable receipts (no repayment of funds is required).

REIMBURSEMENT INSTRUCTION: All itemized receipts documenting the specific expenses for Program purposes purchased must be submitted by September 30, 2020 to: The City of Willoughby Hills, ATT: Mayor Andy Gardner, 35405 Chardon Road, Willoughby Hills, OH 44094

All questions may be directed to Mayor Gardner or Mayor Gardner's Executive Assistant, Gloria Majeski, at 440-918-8730 or GloriaMajeski@WilloughbyHills-OH.gov.

**CARES ACT FUNDING AGREEMENT FOR
SMALL BUSINESSES IN THE CITY OF WILLOUGHBY HILLS**

THIS AGREEMENT is entered into by the City of Willoughby Hills, (hereinafter referred to as "the City"), and _____
Willoughby Hills, Ohio _____ (hereinafter referred to as Subrecipient").

This agreement is entered into based upon the following representations:

- A. Funds were awarded to the State of Ohio as Federal Financial Assistance from the U.S. Department of Treasury. Funds were awarded under the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") as the Coronavirus Relief Fund ("CRF"). The City has received these funds from the U.S. Treasury through the State of Ohio and the Lake County Auditor and has the authority to distribute these funds to the subrecipient upon the terms and conditions below; and
- B. The CARES Act, Section 601(d) of the Social Security Act, created the "CRF" and provided \$13.4m to Lake County, Ohio, of which \$532,321.51 was allocated to the City; and
- C. The Office of Budget and Management provided a thirteen-page, Coronavirus Relief Fund Local Government Assistance Program document to provide guidance to local governments receiving Coronavirus Relief Funding. Page eleven (11) of this document allows the local government jurisdiction to create a grant program "if the grants are directly related to remediating or responding to COVID-19 and meet the requirements for eligibility in the U.S. Department of Treasury guidance"; and

- D. The City has statutory authority to disburse these funds under this Agreement as provided by City Ordinance 2020-44 adopted by Council on July 23, 2020; and
- E. The Subrecipient represents that it is fully qualified and eligible to receive the funding for the purposes identified on Page 1 herein under “Use of Funds” as a representative for a small business in the City of Willoughby Hills, Ohio.
- F. **Program Description:** The City has defined the “Program Description” as: An opportunity for small business owners or managements in the City to be reimbursed a maximum of \$2,000.00 expended for personal protective equipment (PPE) and/or cleaning supplies due to the COVID-19 pandemic.
- G. **Eligibility:** The City has defined “Eligibility” for this program as:
- A sole proprietorship, partnership, corporation (both S and C), professional association, limited liability company, limited partnership or limited liability partnership. If a corporation, professional association, limited liability company, limited partnership or limited liability partnership, the business must be registered with the Ohio Secretary of State to do business in the State of Ohio. If a sole proprietorship, the business shall provide documentation of its existence as a business, including, but not limited to income tax returns for the business, trade name registrations, business bank or credit accounts or such similar documents. If a partnership, the business shall either be registered with the Ohio Secretary of State to do business in the State of Ohio, or if not registered, shall provide documentation similar to that required for a sole proprietorship.

The business must be privately held.

The principal place of business for the business must be located within the City of Willoughby Hills.

- The business must employ at least two (2) individuals and a maximum of fifty (50) employees. For purposes of this criteria, “employ” shall mean an individual who regularly works at least twenty (20) hours per week.
 - The business cannot be in receivership or bankruptcy.
 - The business must be current on all tax obligations, including, City, State, Federal and property taxes.
- H. The business shall NOT be one of the following, regardless of its general eligibility under the above subsection:
- Any business operating as a sexually oriented business as that term is defined in Section 2907.40 of the Ohio Revised Code.
 - Any business that primarily sells tobacco products, cigarettes, electronic smoking devices, or vapor products as those terms as defined in Section 2927.02 of the Ohio Revised Code.
 - Any financial institution that makes loans or issues credit to the public, including but not limited to banks, credit unions, payday lenders, or any other similar business.
 - Places of worship.
- I. This program is for non-chain businesses only. Any business with more than three (3) locations is ineligible to receive assistance under this program. Ineligible businesses include any homebased businesses, and the following sectors: (i) gas stations; and (ii) any business that is an unregistered sole-proprietorship without any employees.
- J. **Application and Submission Information:** The City has defined the “Application” as the signed contract, to include Attachment A which serves as the Eligibility Certification of the Subrecipient. The City has defined the “Submission Information” throughout this contract, but specifically requires Attachment B to be completed, accompanied by

permissible receipts for eligible approved expenditures. *Only one (1) application per business is permitted. It is, therefore, advisable to turn in all reimbursable expenses with your application as the business will not be able to submit any further expenses.*

- K. Application Review Information:** The City shall review the receipts received for eligibility and completeness. If there is a problem or concern about any specific expenditure, the City shall discuss with the Subrecipient for clarity and appropriateness.
- L. Award Administration:** Once the Subrecipient's submission is reviewed and approved, the City shall make a recommendation to approve the award and proceed with the steps outlined in this Agreement to reimburse the Subrecipient their approved expenditures, up to \$2,000.00.

Therefore, the City and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS AND POLICIES

- (a) Performance under this Agreement is subject to the Cares Funding Relief Act Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- (b) This Agreement includes:
- i. A provision that clearly establishes the reimbursements that are deemed appropriate.
 - ii. A provision that clearly established the timeline for reimbursement and the maximum eligible amount.
 - iii. A provision outlining the City's policy that applies if the Subrecipient fails to provide reimbursement information prior to the deadline of September 30, 2020 and the City's policy regarding any balance of unobligated funds.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs that are eligible for reimbursement.

- v. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the City.
- (c) In addition to the foregoing, the City and the Subrecipient will be governed by all applicable State and Federal laws.

(2) CONTACT

- a. The Mayor of the City of Willoughby Hills will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the liaison with the Subrecipient. As part of his duties, the Mayor and/or his Designee will review the submitted receipts and document Subrecipient eligible reimbursables.
- b. The City's representative for this Agreement is:
Mayor G. Andrew Gardner
City of Willoughby Hills
35405 Chardon Road
Willoughby Hills, OH 44094
Telephone: 440-918-8730
Email: Mayor@WilloughbyHills-OH.gov
- c. In the event that an alternate representative or address is designated after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the Subrecipient.

- d. The representative for the Subrecipient for this Agreement is:

Name: _____

Title: _____

Entity: _____

Address: _____

Phone: _____

Email: _____

This representative agrees to the provisions as outlined in the CARES Relief Funding Eligibility Certification (Attachment A).

(3) TERMS AND CONDITIONS

This Agreement contains all of the terms and conditions agreed upon by the parties, and there are no other oral and/or representations made.

(4) EXECUTION

This Agreement shall be executed upon signature of both parties.

(5) MODIFICATION

This agreement may not be modified unless in writing by both parties.

(6) PERIOD OF AGREEMENT

This Agreement shall be in effect until September 30, 2020, at which time the Subrecipient must submit all eligible receipts to the City.

(7) FUNDING – TO INCLUDE APPLICATION & SUBMISSION INFORMATION

- a. The Subrecipient shall complete a “Documentation Form for Reimbursement” (Attachment B) for receipt being claimed. The documentation on this form shall indicate date purchased, vendor, amount, item, and justification as an eligible expenditure.
- b. A maximum of two thousand dollars (\$2,000) shall be paid out to the Subrecipient once receipts totaling that amount are submitted and reviewed by the City for appropriateness for reimbursement.
- c. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

- ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State; and
- iii. were incurred during the period that begins on March 1, 2020; the City has defined the end date of small business reimbursement as “September 30, 2020” as the City must report expenditures in October and final reporting due on December 28, 2020.
- iv. Examples of Eligible Expenses include:
personal protective equipment and cleaning supplies to include face masks, hand and surface sanitizers, paper towels, disinfectant wipes, face shields, installation and/or construction of plexiglass shields or barriers to promote social distancing, no-touch soap or paper towel dispensers, COVID-19 communication costs to residents and signage to promote social distancing, such as elevator limitations and floor markings signage. Sales tax and shipping and handling fees will not be considered.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures, the Subrecipient shall complete a “Documentation Form for Reimbursement” (Attachment B) for each receipt being claimed. The documentation on this form shall indicate date purchased, vendor, amount, item, and justification as an eligible expense, prior to September 30, 2020. Payment requests must also include a certification, signed by an official who is authorized to legally bind the Subrecipient which reads as follows:
“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures and disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent

information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730- and 3801-3812).

- b. Reimbursements will only be made for expenditures that the City has identified are eligible under the CARES Act.

(9) RECORDS

- a. As a condition of receiving federal financial assistance, the State of Ohio, the Lake County Auditor, or any of their authorized representatives, shall have the right of access any documents, financial statements, papers, or other records of the subrecipient which are pertinent to this Agreement, in order to make audits examinations, excerpts and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents.
- b. The City and Subrecipient shall maintain all records related to this Agreement for the five-year period record retention period mandated by the State of Ohio.

(10) Ohio's Public Record Law provides a right of access to the records of the state and local governments, to include the City of Willoughby Hills. All materials made or received by the City of Willoughby Hills in conjunction with City business are applicable to the disclosure provisions of the Ohio Public Record Law.

(11) AUDITS

- a. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance of this Agreement, the Subrecipient will be held liable for reimbursement to the City of all funds not spent in accordance with this Agreement within thirty (30) days after the City has notified the Subrecipient of such non-compliance.

(12) REPORTS

- a. The City shall require the Subrecipient's completion of the "Documentation Form for Reimbursement" to accompany the relevant receipts of the Subrecipient. It should be a one-time close out report submitted prior to the grant deadline of September 30, 2020.
- b. The City shall include the Subrecipient's documentation in their reporting to the Ohio Office of Budget and Management with their required reporting.

(13) LIABILITY

The Subrecipient shall fully indemnify and hold harmless the City of Willoughby Hills and agrees to be fully responsible for any items purchased for reimbursement under this grant. Should any of the products prove to be defective or cause harm in any manner to any party, the Subrecipient agrees to be liable for any damages caused by the acts or omissions to the extent set forth in Ohio law.

(14) TERMINATION

- a. The City may terminate this Agreement for cause after ten (10) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, and refusal by the Subrecipient to permit public access to any document, paper, receipt or other material subject to disclosure under the Ohio Public Records Law.
- b. In the event this Agreement is terminated, the Subrecipient will not receive further funding for the terminated portion of this Agreement, after they have received the notification of termination.

(15) ATTACHMENTS

- a. Attachment A: "CARES Relief Funding Eligibility Certification" shall be completed by the Subrecipient representative to confirm their acceptance of the terms and conditions of the contract as an eligible subrecipient.

- b. Attachment B: “Documentation Form for Reimbursement” shall serve to be the required attachment for reimbursement purposes, to be accompanied by the receipt of the item purchased.

(16) PAYMENT

The City of Willoughby Hills shall prepare a Purchase Order in the amount of \$2,000 to encumber the funds to the Subrecipient. Upon acceptance of the “Documentation Form for Reimbursement”, the City shall make a disbursement to the Recipient for the full amount approved.

(17) EQUAL OPPORTUNITY EMPLOYMENT

In the event that the Subrecipient would utilize a contractor to construct or install plexiglass social distancing shields and apply for reimbursement for this PPE expenditure, the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for said construction or installation, or modification work thereof, as defined in the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant or contract, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or natural original. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or natural origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, include apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or natural origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. The contractor will comply will all of the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, ad relevant orders of the Secretary of Labor, and shall provide all information and reports required by this Order.
- vi. In the event of the contractor’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, suspended in whole or in part.”

Said contractor must also include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Said contractor must also include a provision in its contract that states that the Federal Government and the City of Willoughby Hills are not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, City of Willoughby Hills, or any other party pertaining to any matter resulting from the contract.

(18) **USE OF CITY SEAL AND/OR CITY LOGO BY SUBRECIPIENT OR CONTRACTOR**

The Subrecipient or any potential contractor for the Subrecipient shall not use the City of Willoughby Hills city seal, logos or reproductions or the names of City officials without specific City approval.

SUB-RECIPIENT:

By: _____
Name & Title: _____
Date: _____

CITY OF WILLOUGHBY HILLS:

By: _____
Name & Title: G. Andrew Gardner, Mayor
Date: _____

ATTACHMENT A
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____ am the Authorized Agent of
_____ and I certify that:

1. I have the authority on behalf of the above stated entity to request grant payments from the City of Willoughby Hills for federal funds appropriated pursuant to Section 601 of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Publ. L. No. 116-136, div. A, Title V (March 27, 2020).
2. I understand that the State and County will rely on this certification as a material representation in making grant payments from the City of Willoughby Hills.
3. I acknowledge that sufficient records should be kept to demonstrate the expenditure of funds received in accordance with Section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the U.S. Treasury Department Inspector General, the Ohio Office of Budget and Management, and the Ohio State Auditor, the Lake County Auditor, the City or their designees.
5. I acknowledge liability for any disallowed costs pursuant to financial or compliance audits of funds received.
6. I acknowledge that if the funds are not requested from the City by September 30, 2020, they will be forfeited to the City.
7. I acknowledge that the proposed uses of the funds provided as grant payments from the City of Willoughby Hills under Section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020, with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on September 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification the eligible expenses were incurred between March 1, 2020 and the date noted below.

By: _____

Name and Title: _____

Date: _____

ATTACHMENT B
DOCUMENTATION FORM FOR REIMBURSEMENT
PAGE 1 OF 2

DATE: _____

BUSINESS NAME: _____

OWNER NAME: _____

BUSINESS ADDRESS (NO P.O. BOX): _____

EMAIL ADDRESS: _____

TYPE OF BUSINESS (LLC, SOLE PROPRIETORSHIP, ETC.) _____

EIN #: _____

NUMBER OF YEARS IN BUSINESS IN WILLOUGHBY HILLS: _____

PLEASE PROVIDE A BRIEF DESCRIPTION OF THE BUSINESS OR THE
GOODS/SERVICES SOLD: _____

HAS THIS BUSINESS APPLIED FOR:

_____ SBA ECONOMIC INJURY DISASTER LOAN (EIDL)? APP # _____

_____ SBA PAYCHECK PROTECTION PROGRAM (PPF)? APP # _____

NUMBER OF EMPLOYEES: _____

IS YOUR ANNUAL OPERATING REVENUE FOR THE BUSINESS MORE THAN THREE
MILLION DOLLARS (AS LISTED ON CALENDAR YEAR 2019?)

DESCRIBE HOW COVID-19 HAS IMPACTED YOUR BUSINESS, INCLUDING AN
EXPLANATION OF ANY LOST REVENUES AND INCREASED EXPENSES INDICATED
ABOVE. _____

ENTER THE DOLLAR AMOUNT REQUESTED (NOT TO EXCEED \$2,000) \$ _____

