

**CARES ACT GRANT AGREEMENT
BETWEEN
THE CITY OF CORAL GABLES
AND
COVID-19 SMALL BUSINESS RECOVERY GRANT**

THIS GRANT AGREEMENT (the “Grant Agreement”) is made as of the _____ day of _____, 2020 (the “Effective Date”), by and between the **CITY OF CORAL GABLES, FLORIDA**, a Florida municipal corporation, (the “City”), and **NAME OF ENTITY**, a Florida [type of entity] (the “Recipient”), who shall collectively be referred to as the “Parties.”

WHEREAS, on March 12, 2020, the City declared a state of emergency, as authorized by Section 252.38(3)(a), Florida Statutes, and section 27-2(c)(6) of the City Code in response to the novel Coronavirus Disease-2019 (“COVID-19”); and

WHEREAS, to help address the public health emergency and economic downturn set in motion by the COVID-19 pandemic, the United States Congress passed, and on March 27, 2020 President Donald Trump signed into law, H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, guidance issued by the U.S. Treasury Department indicates that necessary expenditures incurred due to the COVID-19 public health emergency include costs incurred to support local businesses that suffered losses due to COVID-19 business interruptions, or incurred costs for personal protective equipment or other materials, supplies and equipment needed to safely operate following a COVID-19-related closure; and

WHEREAS, Miami-Dade County (the “County”) received \$474 million in direct funding from the CARES Act and agreed to share a portion of such funding with the municipalities within the County for reimbursement of municipal expenditures as well as municipal programs relating to the COVID-19 public health emergency; and

WHEREAS, the City created the COVID-19 SMALL BUSINESS RECOVERY GRANT (the “Program”), a grant program to reimburse businesses for allowable expenditures in response to the COVID-19 public health emergency and the Recipient applied for and has been selected by the City to receive a grant from the City’s Program, as further provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Recipient agree as follows:

1. **Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct.
2. **Grant Award Amount; Eligible Expenses; Source of Grant Funds.**
 - 2.1. The total amount of Grant Funds to be awarded to Recipient is \$ _____ (“Grant Funds”). Recipient shall use Grant Funds only to reimburse Recipient for Eligible Expenses, up to the amount of the Grant Funds, incurred between March 1, 2020 and the Effective Date of this Agreement, but in no case later than December 30, 2020. A list of Eligible and Ineligible Expenses is included in Exhibit A attached hereto. In the event an expenditure is submitted that is ineligible for payment per Exhibit A, it will not be reimbursed by the City.

- 2.2. The Parties acknowledge that funding for this Agreement comes solely as reimbursement of, or payments made to, the City from the County. The City has no independent obligation to provide the Recipient with funds from any other source.
3. **County Interlocal Agreement.** The Parties to this Agreement agree to be bound to the provisions of the interlocal agreement between the City and the County for a subaward of CARES Act funding, which may be found at the web address listed in Exhibit A (the “Interlocal Agreement”).
4. **Recipient’s Responsibilities; Representations and Certifications.**
- 4.1. The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances. Should the Recipient’s spending of the Grant Funds be inconsistent with applicable laws or provisions of this Agreement, or be otherwise inappropriate, the City shall have the right to terminate this Agreement and the right to the return of any portion of the Grant Funds that are later determined to have been reimbursed in violation of applicable laws.
- 4.2. The Recipient shall not use Grant Funds to cover payroll or other employee-related or business-associated costs for which the Recipient has received other federal, state or regional funds, including without limitation funds made available under the Payroll Protection Program (“PPP”) or unemployment insurance compensation.
- 4.3. The Recipient certifies that it has not received a duplicative benefit by receiving financial assistance for the same Eligible Expenses from any other source (including insurance). Any information provided to the City that proves Recipient received duplicative benefits will lead to forfeiture of any funds granted and cause pursuit of immediate repayment of funds. Furthermore, the Recipient certifies that the Funds received pursuant to this Agreement will be used for Eligible Expenses that will meet unmet needs not met by other sources of assistance. In the event Recipient receives a duplicative benefit subsequent to the receipt of Funds pursuant to this Agreement, Recipient agrees to repay the City.
- 4.4. The Recipient certifies and discloses, to the best of Recipient’s knowledge and belief that Recipient:
- 4.4.1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 4.4.2. Has not, within a five-year period preceding this agreement, been convicted or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.4.3. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local); and
- 4.4.4. Has not, with a five-year period preceding this Agreement, had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 4.5. The Recipient further certifies that to the best of Recipient’s knowledge or belief that:

4.5.1.No funds received by the Recipient under this Agreement have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

4.5.2.If any monies, other than Funds received by Recipient under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, or any Federal grant, loan, or cooperative agreement, Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

4.5.3.This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.6. The Recipient represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Recipient have been duly authorized, and this Agreement is binding on Recipient and enforceable against Recipient in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

5. Grant Fund Records.

5.1. The Recipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Recipient's direct and indirect expenditures of Grant Funds sufficient to demonstrate that the funds have been used in accordance with Section 601(d) of the Social Security Act. The City may at any time review the documentation to determine the Recipient's conformance with the requirements of the Grant Funds program.

5.2. All applicable agencies shall enjoy the right of access to any documents, financial statements, , or other records of the Recipient which are pertinent to this Agreement.. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

5.3. As required by the City's record retention requirements pursuant to Chapter 119, Florida Statutes and by the U.S. Treasury OIG Memoranda (Exhibits 3 and 3-1 to the Interlocal Agreement), the Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from Funds under this Agreement for a period of five (5) years from the date of submission of the final expenditure report. All Recipient's documents and records comprising this Agreement, and all other documents and records provided to the City by the Recipient, may be deemed public records subject to disclosure under Chapter 119, Florida Statutes

- 5.4. The Recipient shall retain financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to its use of the Funds for a period of five years after the last disbursement of Funds by the City, If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 5.5. The Recipient shall maintain all records for the Recipient for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.
6. **Termination.** If the Recipient fails to fulfill its obligations under this Agreement, the City, in its discretion, may terminate this Agreement upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination.
7. **Governing Law and Venue; Attorneys' Fees; Waiver of Jury Trial.**
- 7.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- 7.2. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 7.3. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
8. **Indemnification.**
- 8.1. Recipient shall indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Recipient's performance or non-performance of any provision of this Agreement, including, but not limited to, improper use of Grant Funds. Recipient shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Recipient's performance or non-performance of this Agreement.
- 8.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 8.3. The provisions of this section shall survive termination of this Agreement.
9. **Nondiscrimination.** Recipient shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

10. **Nonassignability.** This Agreement shall not be assignable by Recipient unless such assignment is first approved by the City Manager.
11. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
12. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
13. **Entire Agreement/Modification/Amendment.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
14. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
15. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
17. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

[Remainder of page intentionally left blank. Signature page follows.]

EXHIBIT “A”

**COPY OF
INTERLOCAL AGREEMENT
BETWEEN CITY OF CORAL GABLES
AND
MIAMI-DADE COUNTY
FOR FEDERALLY-FUNDED SUBAWARD RELATING TO CARES ACT FUNDING
AVAILABLE AT:**

INSERT HYPERLINK

CITY OF CORAL GABLES COVID-19 CARES ACT GRANT AGREEMENT

1. Eligible Uses of Grant Funds:

- Rent or Mortgage Payments (only for months not covered by another assistance program(s) such as the PPP, EIDL, etc.)
- Personal Protective Equipment (i.e. masks, goggles, face shields, gloves, and plexiglass)
- Cleaning Supplies
- Utilities (i.e. electrical, telephone, gas, and broadband internet)
- Supplies to Support Social Distancing (i.e. informational posters, floor markings, sanitation and cleaning stations)
- Technology (i.e. computers, laptop, tablets, business application software, training, Zoom and/or Hopin memberships, ecommerce equipment and software as a service, digital marketing and advertising, hosting services, electronic devices, points of sales “POS”, one-time installations, and cameras)
- General Support Services (i.e. marketing/advertising)

2. Ineligible Uses of Grant Funds:

- Payroll expenses
- Rent or Mortgage Payments already covered by another assistance program, such as the PPP or loans.

