CARES ACT GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into as of ________, 2020 (“Effective Date), by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and _______, a Florida ______, hereinafter referred to as “GRANTEE,” for the disbursement and use of _____ dollars ($______) in grant funds to be received by GRANTEE from the COUNTY’s CARES Act Grant Program (“Program”).

WITNESSETH:

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order No. 20-52 in which the Governor declared that a State of Emergency exists in the State of Florida due to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Board of County Commissioners of Manatee County (“Board”) adopted Resolution No. R-20-098, declaring a County-wide Public Health Emergency pursuant to Section 2-13-17 of the Manatee County Code of Ordinances due to the COVID-19 pandemic; and

WHEREAS, the Board has recognized the ongoing strain the COVID-19 pandemic has put on the local economy, and many individuals and small, local businesses have suffered greatly due to the effects of the COVID-19 pandemic; and

WHEREAS, on March 27, 2020, Congress passed and the President signed the “Coronavirus Aid, Relief, and Economic Security Act” (“CARES Act”); and

WHEREAS, the Federal CARES Act, section 601(d) of the U.S. Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with $8,328,221,072 of which 55% was allocated to the State of Florida and 45% was allocated to counties, including $17,500,000 that has been allocated to the COUNTY pursuant to a CARES Act Funding Agreement (“Funding Agreement”) between the COUNTY and the Florida Division of Emergency Management (“Division”); and

WHEREAS, pursuant to the Funding Agreement, CARES Act funds allocated to the COUNTY may be used for, among other things, providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures through grants of CARES Act funds issued by the COUNTY in accordance with the CARES Act, the Funding Agreement and US Treasury Guidance, to fund the eligible expenditures of GRANTEE; and

WHEREAS, the Board, at its July 28, 2020, regular meeting, adopted Resolution No.
R-20-112, (a) approving the Manatee County CARES Act Grant Program Guidelines (inclusive of the requirements of the CARES Act and the Treasury Guidance, the “Program Guidelines”) to distribute CARES Act grants funds to qualifying businesses negatively impacted by the COVID-19 pandemic and (b) authorizing the County Administrator or her designee to execute grant agreements for the same; and

WHEREAS, GRANTEE has completed a Program Application and has submitted the application to the COUNTY's Redevelopment & Economic Opportunity Department (“REO”), which has reviewed the application and found it to be compliant with the Program Guidelines; and

WHEREAS, GRANTEE desires to utilize the grant funds awarded pursuant to this Agreement to assist in recovering from the effects of the COVID-19 pandemic, pursuant to the Program Guidelines and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE: GRANT

1.1 Use of Grant Funds. GRANTEE shall use the grant funds it will receive from the COUNTY pursuant to this Agreement in accordance with the Program Guidelines (which are incorporated herein by reference and made a part hereof) for eligible expenditures in accordance with the Treasury Guidance, which states:

The CARES Act provides that payments from the fund may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. 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 or government; and
3. were incurred during the period beginning March 1, 2020, and ending on December 30, 2020.

Additionally, GRANTEE shall use the grant funds for only eligible expenditures that are authorized pursuant to this Agreement and the Program Guidelines.

Any additional funds necessary to complete the above activities are the responsibility of the GRANTEE. The parties acknowledge and agree that this Agreement does not require a match of funds on the part of the GRANTEE.

1.2 Transfer of Funds to Grantee. COUNTY shall provide GRANTEE with the total sum of not to exceed _____________ ($__________) in grant funds. The grant funds shall not be repaid, as long as GRANTEE complies with this Agreement and the other Program Guidelines. If the GRANTEE fails to comply with any of the aforementioned terms of the
Grant, GRANTEE shall be in substantial breach of this Agreement. In such case GRANTEE shall be required to return all grant funds, and the COUNTY may take and all necessary legal measures to recover such grant funds.

All grant funds must be expended by December 30, 2020.

GRANTEE shall separately account for the grant funds, and shall not comingle such grant funds with other funds of the GRANTEE or other grant funds provided by other agencies or entities.

ARTICLE TWO: APPLICATION

GRANTEE has submitted an Application to COUNTY pursuant to forms and Program Guidelines provided by COUNTY to determine eligibility for the Grant. The term “Application” as used herein shall refer to any document labelled “application” and accompanying documents, any declarations or assertions made by GRANTEE to COUNTY prior to receiving the Grant, all other documentation submitted by GRANTEE to COUNTY prior to receiving the Grant and any and all other information proffered to COUNTY prior to receiving the Grant. COUNTY has relied on GRANTEE’S Application in determining eligibility for the Grant. The Application is incorporated into this Agreement and made a part hereof; any misrepresentations or falsehoods in the Application, discovered at any time by COUNTY, shall constitute a breach of this Agreement by GRANTEE.

ARTICLE THREE: TERM AND TERMINATION

3.1 Term. The term of this Agreement commences on the Effective Date and terminates one-hundred twenty (120) days thereafter, unless this Agreement is earlier terminated as provided herein.

3.2 Termination.

a. The County may terminate this Agreement for convenience by giving ten (10) days’ written notice to the mailing address for the GRANTEE set forth in Section 5.13. If this Agreement is terminated prior to the expenditure of all grant funds, the GRANTEE shall remit the unspent grant funds to the County, but shall not be required to repay grant funds that were properly expended prior to the date of termination.

b. The County terminate this Agreement for cause if (a) the GRANTEE has failed to perform any obligation under this Agreement, by giving the GRANTEE thirty (30) days’ written notice thereof. In the event that the County terminates this Agreement for cause, the County shall have the right to exercise all remedies available hereunder and under applicable law.
ARTICLE FOUR: MISCELLANEOUS

4.1 Termination and Remedies. Prior to the payment of grant funds, either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (3) days before the effective date of termination. In the event the COUNTY determines the GRANTEE has not fulfilled the obligations or fails to comply with the terms contained in this Agreement or any of the rules, regulations, or provisions referred to herein, the COUNTY may terminate this Agreement and may require reimbursement for any or all grant funds given to GRANTEE. GRANTEE shall reimburse COUNTY the requested sum upon receipt of such request; if GRANTEE fails to return the grant funds, the COUNTY may take and all necessary legal measures to recover such Grant funds, including without limitation any and all remedies available at law or in equity.

4.2 Indemnification/Hold Harmless. GRANTEE shall indemnify, hold harmless and defend the County, its Commissioners, Officers, Employees, Volunteers and Agents from and against all claims, actions, damages, fees, fines, penalties, defense costs, suits, or liabilities which may arise out of any act or omission of Grantee, its Officers, Employees, Agents, Contractors, Suppliers or Volunteers during the course of this Agreement and the use of the grant funds. GRANTEE acknowledges that it assumes sole responsibility and liability for performing all its obligations arising under this Agreement and any Grant-funded operations or activities described herein.

4.3 Other Laws; Non-Discrimination. GRANTEE shall comply at all times with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities (collectively, “Laws”), including but not limited to Florida public records Laws; any Laws regarding the retention of books, records, and information; and any laws related to insurance coverage. Additionally, Grantee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, other handicap, age marital status, or status with regard to public assistance. To the extent GRANTEE has employees, the GRANTEE, will take affirmative action to ensure that all employment practices prohibit such discrimination.

4.4 Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the parties relating to the subject matters of this Agreement (other than the Application, which is incorporated herein by reference). No change to this Agreement will be valid unless made by a written amendment executed by the parties.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

4.6 Tax Liability. The Grant from the COUNTY may be considered taxable grant
income. The GRANTEE will have submitted a federal tax form W-9, page 1 in its Application; which is incorporated herein by reference. The COUNTY may issue a federal tax form 1099-G to recipients of funds in excess of $600, whether paid directly to the Grant recipient or to a third-party pursuant to authorization from the recipient. It is the GRANTEE’s responsibility to consult with its tax professional regarding any 1099-G issued by the COUNTY and any associated tax consequences.

4.7 Validity. After consultation with their respective legal counsel, the COUNTY and GRANTEE each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The GRANTEE and the COUNTY each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.8 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, named windstorm, disease or pandemic (including, but not limited to coronavirus or other similar virus), tornado, fire, earthquake, civil commotion, war or armed conflict, or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.9 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.10 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.11 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.12 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.13 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited.
with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to COUNTY: Redevelopment & Economic Opportunity Dept.
Manatee County Administration Center
1112 Manatee Avenue, 3rd Floor
Bradenton, Florida 34205
Facsimile: (941)742-5848

With copies to: Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to GRANTEE: ________________________________
______________________________
______________________________
______________________________

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. The GRANTEE may request a change of address by written notification to the Director of Redevelopment and Economic Opportunity.

4.14 Non-Assignability. The GRANTEE may not assign this Agreement without prior written consent of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: Board of County Commissioners

By: ________________________________
County Administrator or designee

[GRANTEE], ________________________________