

**AGREEMENT**  
**BETWEEN COLLIN COUNTY, TEXAS**  
**AND [INSERT BUSINESS NAME]**  
**FOR A COLLIN CARES SMALL BUSINESS GRANT**

THE AGREEMENT is made this [INSERT DAY OF MONTH] day of [INSERT MONTH] 2020 (“Effective Date”), by and between Collin County, Texas (“Collin County” or “Grantor”), and [INSERT BUSINESS NAME] (“Grantee”), the recipient of a grant award (“Grant Award”) from the Collin CARES Small Business Grant Program as described below (Grantor and Grantee may be referred to individually as a “Party” and jointly as the “Parties”).

**WHEREAS**, the United States Department of Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments updated August 10, 2020, provides that an eligible use of Coronavirus Relief Funds is the provision of grants to small businesses to reimburse the costs of business interruption caused by required business closures, voluntary closures to promote social distancing, or decreased customer demand as a result of the COVID-19 public health emergency; and

**WHEREAS**, the Collin CARES Small Business Grant Program is necessary to help small businesses operating within County, exclusive of the City of Dallas, that have experienced a gross revenue loss of greater than 15% due to the COVID-19 pandemic by reimbursing up to \$25,000.00 in Eligible Expenses for which Grantee has not received other federal, state, or local reimbursement, including without limitation funds made available under the Paycheck Protection Program (“PPP”), the Economic Injury Disaster Grant and Loan Program (“EIDL”), private insurance proceeds, or unemployment insurance compensation. The fact that the Grantee was a Grantee of funds through the PPP or EIDL program does not make the Grantee ineligible for a Grant Award under the Collin CARES Small Business Grant Program; however, the Eligible Expenses available under this program do not include those expenses for which Grantee previously received other government assistance for the same time period; and

**WHEREAS**, Collin County is the recipient of funding allocated by the U.S. Department of the Treasury from the Coronavirus Relief Fund, as codified in section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

**WHEREAS**, on August 24, 2020, the Collin County Commissioners Court approved the award of a contract to Community Development Properties North Texas, Inc. (“CDP-NTX”) to serve as the third party administrator for the Collin CARES Small Business Grant Program; and

**WHEREAS**, Grantee applied for a Grant Award from the Collin CARES Small Business Grant Program; demonstrated a loss in revenue due to required business closures, voluntary closures to provide social distancing, or decreased customer demand as a result of the COVID-19 public health emergency; and was selected to receive a Grant Award.

**NOW THEREFORE**, the Parties hereby agree as follows:

## AGREEMENT

### GRANT AWARD

- 1) Award Amount and Eligible Expenses. The total amount of Grant Award to be awarded to Grantee is \$ [INSERT GRANT AMOUNT]. Grantee shall use Grant Award only for Eligible Expenses. A list of “Expenses Eligible for Reimbursement” is included in Exhibit A, the Collin CARES Small Business Grant Program Guidelines.
- 2) Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes from CARES Act funding received by Collin County. Grantor has no independent obligation to provide Grantee with funds from any other source.
- 3) Time Period for Incurring Eligible Expenses. All Eligible Expenses must have been incurred by Grantee between March 1, 2020 and August 31, 2020. Any expenses incurred before or after this period are not Eligible Expenses. Grantee understands that any expenses incurred in excess of the Grant Award are Grantee’s sole responsibility and will not be paid by Grantor.

### REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS

- 4) Compliance with Federal, State, and Local Laws. Grantee shall comply with and obey all applicable federal, state, and local laws, regulations, and ordinances applicable to the Grant Award and its expenditure by Grantee.
- 5) Nondiscrimination. During the performance of this Agreement, Grantee shall comply with all federal and state nondiscrimination laws, including but not limited to Texas Labor Code Chapter 21 and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act. In the event of Grantee’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part.
- 6) Certifications. By signing this Agreement, Grantee certifies the following:
  - a) *No Use of Grant Award for Expenses Paid by Other Programs.* Grantee certifies that it will not use the Grant Award to cover payroll or other employee-related or business-associated costs for which Grantee has received funding for the same time period from other federal, state, or local funds, including without limitation funds made available under the Paycheck Protection Program (“PPP”), the Economic Injury Disaster Grant and Loan Program (“EIDL”), private insurance proceeds, or unemployment insurance compensation.
  - b) *No Employment of Undocumented Workers.* Grantee certifies that Grantee’s business, or a branch, division, or department of the business, does not or will not knowingly employ an undocumented worker, and has agreed to abide by the requirements of Chapter 2264 of the Government Code. If, after receiving Grant Award, Grantee’s business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the prime rate as published in the Wall Street Journal on the date this Agreement is signed, not later than the 120th day after the date Grantor notifies the Grantee of the violation.
  - c) *Disclosure of Owners.* Grantee certifies that it has disclosed to Grantor all owners of twenty percent (20%) or more of the Grantee’s business and Grantee is not receiving a Grant Award for more than three (3) businesses having common ownership.
  - d) *Deposit of Grant Award into Operating Account.* Grantee certifies that the bank account it has provided or will provide to Grantor for the purpose of depositing the Grant Award is the

operating account for the business for which Grantee sought funding pursuant to the Collin CARES Small Business Grant Program.

- 7) Recertification of Information Certified in Grantee's Application for Grant Award. When Grantee submitted its application for Grant Award, it made several certifications and by signing this Agreement, Grantee recertifies the following regarding the business receiving the Grant Award:
- a) It is located within Collin County, exclusive of the City of Dallas.
  - b) It was located continuously within Collin County, exclusive of the City of Dallas, for six months prior to March 1, 2020.
  - c) Its annual gross revenue was less than five (5) million dollars in 2019.
  - d) It has less than one hundred (100) full time equivalent employees.
  - e) There has been a negative financial impact to the business due to the COVID-19 pandemic; specifically, it experienced a gross revenue loss of greater than fifteen percent (15%) due to the COVID-19 pandemic.
  - f) The business is not a: non-profit organization; lobbying or political organization; government or taxing agency; a franchise that is not responsible on a local level for all revenues and expenses or are not eligible to obtain SBA loans per the SBA Franchise list; a bank, lending or financial Institution, including a pay day and/or title loan business; a businesses involved or affiliated with personal or corporate indictment, or the arraignment or conviction of criminal offenses; a businesses whose primary income is derived from rental/income-producing properties; a pawn shop; a medical provider; or a business that operates as an age-restricted business, except for firearm dealers.
  - g) The business cannot be described as: having previously received other government assistance for the same expenses for the same time period; having outstanding financial obligations to the County; operating without a Certificate of Occupancy (if required); having past due taxes owed to federal, state or local government entities, unless an approved and current payment plan exists; not in full compliance with county and local ordinances; in default or arrears on past or current federal or state financing or funding programs; in bankruptcy or filed for bankruptcy within the last 12 months; ineligible or precluded from receiving federal or State of Texas funding due to federal laws, including, but not limited to, the CARES Act; having a conflict of interest, including Collin County elected officials and full-time Collin County employees.
  - h) Grantee intends to remain in business for at least 90 days subsequent to disbursement of grant funds.
  - i) All documentation submitted by Grantee is true and correct, including but not limited to Grantee's federal tax returns, profit and loss statement, and all documentation used to support Grantee's Eligible Expenses.

#### **DEFAULT AND TERMINATION**

- 8) Return of Grant Award for Non-Compliance and Right to Cure. Should it be determined that Grantee either failed to disclose material information or provided misleading information related to Grantee's eligibility for the Grant Award or that Grantee's spending of the Grant Award is in violation of applicable laws, breaches provisions of this Agreement, or otherwise is determined by the Federal Government or Collin County to be in violation of any applicable regulation or law, Grantee shall return to Collin County that portion of the Grant Award that is later determined to have been obtained or spent in violation of applicable laws, regulations or this Agreement upon three (3) days written

notice. The remedy provided in this section is in addition to and not in lieu of any and/or all other claims, causes of action, and legal and equitable remedies available to Grantor under applicable law.

- 9) Termination or Expiration of the Agreement. If Grantor terminates this Agreement, Grantee's duties under Paragraphs 8, 10, and 18-20 shall survive such termination or expiration of the Agreement.

#### **MAINTENANCE OF RECORDS AND GRANTOR'S RIGHT TO REVIEW**

- 10) Maintenance of Records; Public Records. Grantee shall maintain accurate and written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflect all of Grantee's expenditure of Grant Award. These records must be sufficient to demonstrate that the Grant Award been used in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act. Grantor may at any time review Grantee's documentation to determine Grantee's conformance with the requirements of the Agreement and Grantee shall make available to Grantor, upon request, all of Grantee's records and documents with respect to all matters covered by this Agreement.

- a) Grantor may require Grantee to provide additional documentation if the existing documentation is deemed incomplete.
- b) Grantee shall retain all records related to this Agreement for a period of six (6) years following the receipt of Grant Award. Those records, including materials generated under this Agreement, shall be subject at all reasonable times to inspection and review by Grantor, and to audit by state or federal officials so authorized by law, regulation or agreement.
- c) If any litigation, claim, or audit is started before the expiration of the six (6) year time period provided in Section 9(b) above, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.
- d) All of Grantee's documents and records comprising this Agreement, and all other documents provided to Grantor may be subject to disclosure under Texas Government Code Chapter 552 ("Texas Public Information Act"). Thus, Grantor may be required, upon request, to disclose the Agreement and other documents or records related to it unless an exception under the Texas Public Information Act or other laws applies.

#### **MISCELLANEOUS PROVISIONS**

- 11) Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.
- 12) Time. Time is of the essence for all provisions of this Agreement.
- 13) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the Grant Award and supersedes any prior agreements or understandings, written or oral, with respect to the Grant Award. Grantee is not relying upon any promises, representations or understandings, written or oral, in entering into the Agreement, other than as expressly set forth in the Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
- 14) Authority to Execute. Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective Parties as duly authorized representatives thereof.
- 15) Assignment. Grantee agrees that this Agreement will not be assigned without the prior written

consent of Collin County. Collin County may assign the Agreement in its sole discretion without the consent of the Grantee.

- 16) No Waiver of Immunity. The Parties acknowledge and agree that, in executing and performing this Agreement, Collin County has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
- 17) Representation. Each Party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.
- 18) Hold Harmless and Indemnity. Grantee shall release, defend, indemnify and hold harmless Collin County, its officers, elected officials, employees, volunteers, agents and insurers from and against any and all claims, actions, charges, suits and judgments (including court costs and reasonable attorney fees) whatsoever that in any way arise out of Grantee, or any other third parties for whom the Grantee is responsible, performance or nonperformance of the purposes called for in this Agreement
- 19) Bankruptcy or Insolvency. If Grantee (i) becomes insolvent, (ii) files a petition in bankruptcy or similar proceedings, or (iii) is adjudged bankrupt, Grantee shall not make any other eligible expenditures prior to giving written notice to Collin County of such bankruptcy or insolvency. Grantee and Grantor shall cooperate to ensure that the Grant Award is in no way jeopardized as a result of such bankruptcy or insolvency and may terminate this Agreement without written notice for such protection.
- 20) No Conflicts. Grantee acknowledges and represents that Grantee is aware of the laws related to prohibited interests found in state law. Grantee acknowledges and is aware that the existence of a prohibited interest at any time during the term or any extension of this Agreement will render the Agreement voidable. Grantee covenants it is not in violation of any prohibited interest referred to above.
- 21) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- 22) Headings. The article and section headings in no way define, limit, extend or interpret the scope of this Agreement or of any article or section.
- 23) Validity. If any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- 24) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent federal law applies. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 25) Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original.
- 26) Notices. Notices shall be effective when hand-delivered during normal business hours or two (2) business days after mailing via certified mail with return receipt requested, postage prepaid, to the address listed below. Either party may change its address for notices by written notice as specified above.

Written notices and other correspondence to Grantor shall be sent to:

Bill Bilyeu, County Administrator

2300 Bloomdale, Ste 4192

McKinney, TX 75071

Written notices and other correspondence to Grantee shall be sent to:

[INSERT BUSINESS NAME AND ADDRESS]

**ACCEPTANCES**

By their signatures below, the duly authorized representatives of Grantor and Grantee accept the terms of this Agreement in full.

EXECUTED this [INSERT DAY OF MONTH] day of [INSERT MONTH], 2020.

**GRANTOR:**

**GRANTEE:**

\_\_\_\_\_  
**BY:**

Collin County, Texas

\_\_\_\_\_  
**BY:**

[INSERT BUSINESS OWNER NAME]

[INSERT BUSINESS NAME]