



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

MINUTES: Regular Session – September 15, 2020

The Board met in regular session pursuant to adjournment of the September 8, 2020 meeting.

David G. Young – present

Shannon Jones – present

Tom Grossmann – present

Tina Osborne, Clerk – present

Minutes of the September 1, 2020 meeting were read and approved.

- 20-1281 A resolution was adopted to authorize the posting of the “Wastewater Treatment System Chief Operator”, within the Water and Sewer Department, in accordance with Warren County Personnel Policy Manual, Section 2.02(A).
Vote: Unanimous
- 20-1282 A resolution was adopted to accept the intent to resign from Shelby Davis, Emergency Communications Operator within the Warren County Emergency Services Department. Vote: Unanimous
- 20-1283 A resolution was adopted to authorize County Administrator to sign settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Andrew Farlino, Emergency Communications Operator. Vote: Unanimous
- 20-1284 A resolution was adopted to approve probationary period extension for Diane Lockard, Social Service Worker II within the Warren County Job and Family Services Department, Human Services Division. Vote: Unanimous
- 20-1285 A resolution was adopted to approve and authorize Warren County Administrator to sign the Ohio Emergency Management Agency Grant Agreement on behalf of Warren County Emergency Services. Vote: Unanimous

- 20-1286 A resolution was adopted to set public hearing for the rezoning application of Solid Rock Ministries International to amend the Multi-Family Residential R-3 Planned Unit Development Standards to change use from Senior Living to a Foster Home for Boys (Restoration Ranch). Vote: Unanimous
- 20-1287 A resolution was adopted to amend Resolution 15-1579 to authorize the issuance of a county credit card for use by the Office of the Workforce Investment Board. Vote: Unanimous
- 20-1288 A resolution was adopted to declare various items within Board of Developmental Disabilities, Common Pleas Court-General Division, Facilities Management, Water & Sewer – Sewer, and Treasurer’s Office as surplus and authorize the disposal of said items. Vote: Unanimous
- 20-1289 A resolution was adopted to approve agreement and addendum with Enterlock Corporation as a child placement and related service provider for the Warren County Board of County Commissioners on behalf of Warren County Children Services. Vote: Unanimous
- 20-1290 A resolution was adopted to authorize the Board to enter into an agreement with Emerge IT Solutions, Inc. on behalf of Warren County Telecommunications. Vote: Unanimous
- 20-1291 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 20-1292 A resolution was adopted to accept dedication of Red Lion-Five Points Road right-of-way provided in the Gitzinger Plat, Section 2 and assign for continued public maintenance by Clearcreek Township. Vote: Unanimous
- 20-1293 A resolution was adopted to approve a street and appurtenances (including sidewalks) bond release for Soraya Farms, LLC, for completion of improvements in Soraya Farms Lifestyle Community, Section 5 situated in Clearcreek Township. Vote: Unanimous
- 20-1294 A resolution was adopted to enter into a subdivision public improvement performance and maintenance security agreement with Turning Leaf, LLC for installation of certain improvements in Turning Leaf, Section 7B situated in Hamilton Township. Vote: Unanimous
- 20-1295 A resolution was adopted to enter into street and appurtenances (including sidewalks) security agreement with Turning Leaf, LLC for installation of certain improvements in Turning Leaf, Section 7B situated in Hamilton Township. Vote: Unanimous
- 20-1296 A resolution was adopted to approve various record plats. Vote: Unanimous

- 20-1297 A resolution was adopted to approve operational transfer from Commissioners fund #11011112 into Child Support Enforcement Agency fund #2263. Vote: Unanimous
- 20-1298 A resolution was adopted to approve supplemental appropriations into Board of Elections fund #11011300. Vote: Unanimous
- 20-1299 A resolution was adopted to approve supplemental appropriation into Sheriff's Office fund #2295. Vote: Unanimous
- 20-1300 A resolution was adopted to approve appropriation adjustments within Prosecutor fund 11011150. Vote: Unanimous
- 20-1301 A resolution was adopted to appropriation adjustments within Sheriff's Office fund 11012210. Vote: Unanimous
- 20-1302 A resolution was adopted to approve appropriation adjustment from Telecommunications Department fund #11012810 into #11012812. Vote: Unanimous
- 20-1303 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous
- 20-1304 A resolution was adopted to continue public hearing for the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD". Vote: Unanimous
- 20-1305 A resolution was adopted to continue administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application for Creek Song LLC in Turtlecreek Township. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Matt Schnipke, Economic Development Director, was present for a follow-up work session relative to the Warren County Small Business Grant Program.

Mr. Schnipke presented the attached information relative to the various grant programs offered by other political jurisdictions within Warren County and various surrounding municipalities.

He then reviewed the attached draft Memorandum of Understanding with the Warren County Small Business Alliance (SBA) relative to the administration of the program. He stated that grant funding would be distributed from the County and the SBA will receive applications, vet, and make recommendations for approval with an administration fee of \$20,000.

There was discussion relative to the criteria for eligibility along with a proposed maximum distribution of \$5000 per applicant.

There was discussion relative how the proposed maximum amount would help a larger business such as hotels which have been extremely impacted by the pandemic.

Mr. Schnipke stated the focus of the grant program is more towards smaller businesses.

Commissioner Jones discussed the impact of the pandemic to sole proprietors and businesses with one or two employees such as the cost of PPE for hairdressers with a booth rental or a smaller restaurant.

Joe Schiesler, Warren County Small Business Alliance, discussed the creation of a formula based upon month expenditures.

There was discussion relative to the short period of time to distribute these funds as well as the need to quickly streamline the process.

Commissioner Jones stated her concern with sitting on resources when businesses are struggling while government works on a process which could mean the difference of a company continuing in business or closing their doors at the end of the year.

Commissioner Grossmann stated his desire for a 30-day application process with all received applications being vetted at the end of the 30 days.

Commissioner Jones stated she is less concerned with the 30 days and more concerned with "underwriting". She then stated the need to streamline the process and her opinion that if a small business is willing to go through the lengthy process of applying for this small amount of funding, they are probably desperate for the funding.

There was discussion relative to the amount of funding per applicant. The Board discussed \$2500 for smaller companies and \$5000 for larger.

There was discussion relative to the ability to use of CARES funding for law enforcement and first responder salaries.

Upon discussion, the Board determined to proceed with the grant program and discussed the proposed application and process, stating their desire to remove subjectivity from the application.

Upon further discussion, the Board requested Mr. Schnipke to present final documents next week for application. They stated the desire for applications to be received in October for review and

approval for distribution in November or prior to County Auditor's cut off for check writing for the year.

Commissioner Jones stated her desire to ensure that non-profits with no employees are still eligible for assistance for expenditures such as rent/mortgage and utilities. She stated that the cultural and arts industry is the last to open and COVID has affected their ability to sustain themselves.

There was discussion relative to a separate "pot" of money for non-profit entities without employees for distribution at the Board's discretion.

Commissioner Young commended his colleagues on their ability to quickly understand and successfully vet this process.

Commissioner Young discussed the delivery of 18,500 masks for distribution by the schools as well as 2500 masks to the Council on Aging for distribution. He then discussed a program being developed for those self-determined to be high risk to provide PPE in order help them gain some of their freedom back.

There was discussion relative to working with fire departments for distribution as well as the possibility of a public service announcement to inform residents of the program.

Commissioner Grossmann then questioned what the adverse impact has been on local business due to the government restriction and what the County can do to help.

Matt Schnipke, Economic Development Director, stated the lack of foot traffic has been a struggle as well as the 50% capacity limitations.

There was discussion relative to the change in weather causing additional impacts due to the elimination of outside dining.

Upon further discussion, the Board requested staff to draft a letter to the Governor questioning the "color code" criteria and requesting an explanation on what is required in order to get to a lower level.

Commissioner Young discussed the two Little Miami football players that were recently suspended for carrying flags in support of law enforcement and first responders on 9-11.

Commissioner Young and County Administrator Zindel provided an update on a discussion with a company relative to the creation of electric vehicle charging stations in Warren County.

Commissioner Young stated that the company charged a subscription fee to utilize their “filling stations”.

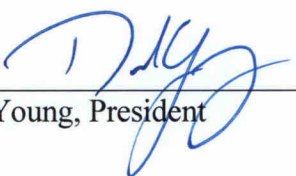
The Company is requesting the Board grant easements on County properties, with the payment for the easements being compensated utilizing portions of their subscription fees. They also requested authorization to apply for an EPA grant on behalf of Warren County for funding for 15 filling stations with them proposing to construction an additional 15 filling stations for a total of 30.

There was discussion relative to other companies providing the same service as well as any proposed RFP being needed.


There was discussion to the need for the stations as well as concerns with a company changing a subscription for use of a county located facility.

Upon discussion, the Board stated they are not interested at this time.

Upon motion the meeting was adjourned.




David G. Young, President



Tom Grossmann

Shannon Jones

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on September 15, 2020, in compliance with Section 121.22 O.R.C.



Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

COUNTY EXAMPLES

| County & Type | Administration | Grant/Funding | Details | Use |
|---|--|---|--|---|
| Montgomery County <i>Small Business</i> CARES Act | Established the Temporary office of CARES Act under direction of workforce development | Small Business Grant Program | \$40 million appropriated Max \$10,000 grant ≤ 30 FTEs and < \$1 million in annual gross revenue Must be directly impacted by pandemic Cannot have already received federal assistance. | Working capital (utilities, rent/mortgage payments, technology, PPE) or other operating expenses |
| Montgomery County <i>Nonprofit</i> CARES Act | Established the Temporary office of CARES Act under direction of workforce development | Nonprofit Grant Program | \$10 million allotted to nonprofit organizations under specified sections who have served individuals affected by COVID-19 in any way. | Mortgage/rent payments, utilities, costs related to food insecurities, public health PPE supplies, technology, and other services |
| Montgomery County <i>Local Municipalities</i> CARES Act | Commissioners distributed funding directly to municipalities. Distribution formula created by the Montgomery County Budget Commission | Allocated money, city adopts resolution to receive | Largest amts to: Kettering: \$931,000 Huber Heights: \$265,000 Riverside: \$180,000 Trotwood: \$174,000 Centerville: \$170,000 | Unexpected expenditures incurred due to the COVID-19 public health emergency (cannot use for lost revenue) |
| Summit County <i>Small Business</i> CARES Act | Akron Chamber of Commerce (some municipalities also participants in funding a portion of program) | Created COVID-19 Small Business Emergency Relief Grant program with online application submission | Max \$5,000 for 2-30 FTEs Max \$2,000 for < 2 employees If received fed assistance, only eligible for difference between amt received and grant program's max allotment. | Mortgage/rent, utilities, insurance (health, property, liability), vehicle/equipment lease & rental, salaries/wages and other costs related to interruption of business caused by required closures |
| Summit County <i>Local Municipalities</i> CARES Act | County Executive executing grant agreements with the political subdivisions in Summit County | Local Government Payroll Support Grant Program | Round 1: \$35 million allocated to political subdivisions in Summit County for public safety/health employee payroll. | Payroll expenses of public safety and public health qualifying positions deemed substantially dedicated to COVID-19 response |
| Summit County <i>Residential Support</i> CARES Act | Partnering with Ilene Shapiro (County Executive), United Way, Hope & Healing, Community Action, Fair Housing, Community Legal Aid. | Summit County CARES | \$6.5 million in rental & mortgage \$1 million in utility assistance Cover up to 6 months of utility payments (not to exceed \$4000) Must be a resident of SC, live in a household that was financially impacted by COVID-19, have an unpaid rent, mortgage or utility balance, and gross income cannot exceed 300% of the Federal Poverty Guideline limit. | Rent/mortgage payments, electric, gas, water, and sewer utilities |

COUNTY EXAMPLES

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|---|--|--|---|--|
| <p>Richland County Small Business CARES Act</p> | <p>Richland Area Chamber of Commerce (responsible for program marketing, working with businesses on applications and collecting necessary docs. for audit)</p> | <p>\$250,000 to Grants and \$25,000 as admin fee to Chamber (City of Mansfield also matching with CARES Act dollars)</p> | <p>Total \$500,000 to grants Similar to Summit County (worked with Akron Chamber to create application and scoring process). ≤ 20 FTEs & revenue cap of \$1.5 mil in 2019</p> | <p>Reimburse for costs associated with responding to the pandemic and business interruption losses (payroll, rent/mortgage payments, etc.)</p> |
| <p>Hamilton County Small Business CARES Act</p> | <p>HCDC (Economic Development Office) *Had a small contract with a CPA firm during the first round of funding</p> | <p>Hamilton County CARES Small Business Relief Program</p> | <p>\$5 million allotted Max \$10,000 grant to be used for the reimbursement of certain eligible expenses ≤ 50 employees < \$2million gross annual revenue Eligible applicants are entered into 1 of 2 lotteries based on # of employees/1099 workers (A: 0-10 & B: 11-50).</p> | <p>Rent/mortgage costs (not in or operated out of a personal residence), salaries, wages, PPE, other COVID-19 related costs</p> |
| <p>Hamilton County Childcare CARES Act</p> | <p>Contracting with 4C for Children to provide support services for this Child Care Provider Reimbursement Initiative</p> | <p>Hamilton County CARES Child Care Provider Relief Program</p> | <p>\$2.3 million to assist childcare providers operating under a Temporary Pandemic Child Care (TPCC) license. Must be able to document a funding gap between revenue and expenses while in operation between 3/26-5/30.</p> | <p>Economic disruptions to current model due to social distancing, additional costs from cleaning, PPE, etc.</p> |
| <p>Hamilton County Nonprofit CARES Act</p> | <p>Community Development Advisory Committee reviews the County's grants from HUD</p> | <p>Hamilton County Nonprofit Relief Program</p> | <p>\$5 million allotted to nonprofit organizations Expected funding: \$25,000-\$250,000 \$500,000 set aside for organizations providing domestic violence supportive services. Those who receive funding must submit final close out reports by 11/30/20.</p> | <p>Necessary expenditures incurred due to the public health emergency. Ineligible expenditures: revenue replacement (ex. fundraisers cannot be reimbursed), construction costs, overhead costs, costs for political activity, including lobbying</p> |
| <p>Hamilton County Residential Support CARES Act</p> | <p>The Freestore Foodbank, Talbert House and Community Action Agency were awarded bid contracts</p> | <p>Hamilton County CARES Rent & Utility Relief Program</p> | <p>\$7 million awarded Rent relief to families who lost income due to COVID-19. Short-term assistance to renters living in Hamilton County & able to document income loss due pandemic. County paid up to 3 months' rent & utilities with a max of \$2500 for households at or below 80% of the Area Median Income Applicants apply through one of the three providers.</p> | <p>Rent and utility payments to avoid eviction and homelessness</p> |

COUNTY EXAMPLES

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| Hamilton County <i>Local Municipalities</i> CARES Act | Hamilton County Commissioners & Administration working closely with jurisdictions | Directly distributed to local municipalities | \$30 million to assist local governments in combatting COVID-19 \$25 million directly to local governments \$5 million kept in reserves | Expenditures incurred due to the public health emergencies including COVID-19 related expenses (PPE, disinfecting public areas, and payroll expenses for public safety needs) |
| Clinton County <i>Local municipalities</i> CARES Act | Jurisdiction adopts resolution and auditor releases funds | Distribution based on formula established by the Clinton County Budget Commission | \$1.19 million in COVID-19 emergency aid for local municipalities. Largest Allocation to county and city of Wilmington | Unexpected expenditures incurred due to the COVID-19 public health emergency after March 1, 2020 (PPE, sanitizer) cannot be used for revenue replacement or payroll (did not specify if could be used for employees directly responding to pandemic) |
| Clermont County <i>Small Business</i> CARES Act | Economic Development Department | Small Business Relief Initiative – grant program | \$200,000 allotted awarded first come, first served \$2500 or \$5000 max (depending on size of business) must be for profit with < \$1 million in gross annual revenue, ≤ 50 employees, and located in Clermont County. Cannot have received or been approved for other federal assistance (discussed changing this requirement to increase eligibility). | Mortgage or rent costs, utilities, salaries/wages, materials and supplies related to interruption of the business caused by required closures, PPE, or other COVID-19 related costs such as those in compliance with Responsible Restart Ohio |
| Henry County <i>Small Business</i> CARES Act | EMA director out of Commissioners Office Committee to review applications. EMA director made final decisions | Small Business Relief Program | Max \$5000 ≤ 30 FTEs, < \$1 gross annual revenue, for profit, located in Henry County, | Rent/mortgage costs (not in personal residence), utilities, materials & supplies related to interruption of business caused by required closures, PPE, other COVID-19 related costs. |
| Ottawa <i>Small Business</i> CARES Act | Commissioners, Auditor, Regional Planning Director | Small Business Relief Grant Program | \$100,000 allotted max grant \$5000 ≤ 30 employees < \$1 million annual revenue. Must have experienced 30% reduction in revenue during 3/1/19 – 4/30/19 and 3/1/20 – 4/30/20. Awarded through random drawing. | Rent/mortgage costs, utilities, salaries, wages, compensation to employees, materials and supplies related to interruption of the business caused by required closures, PPE, or other COVID-19 related costs in compliance with Ohio's Responsible Restart. |

Butler County – Used CARES Act Funding for creating informational public health initiative. Reached out to ask about small business & nonprofit (waiting for response)

LOCAL MUNICIPALITY EXAMPLES

| County & Type | Administration | Grant/Funding | Details | Use |
|--|--|--|---|--|
| <p>Mansfield (Richland County) <i>Small Business</i> CARES Act</p> | <p>Richland Area Chamber of Commerce (responsible for program marketing, working with businesses on applications and collecting necessary docs. for audit)</p> | <p>\$250,000 to Grants and \$25,000 as admin fee to Chamber (City of Mansfield also matching with CARES Act dollars)</p> | <p>Total \$500,000 to grants Similar to Summit County (worked with Akron Chamber to create application and scoring process) ≤ 20 FTEs & revenue cap of \$1.5 mil in 2019.</p> | <p>Reimburse for costs associated with responding to the pandemic and business interruption losses (payroll, rent, etc.)</p> |
| <p>City of Centerville (Montgomery County) <i>Small Business</i> CARES Act</p> | <p>Centerville Community Improvement Corporation (under Centerville's boards & commissions)</p> | <p>CCIC COVID Business Relief Program</p> | <p>Max of \$2500 ≤ 50 employees Aimed to help businesses that are consumer-focused (restaurants & retail) and those ineligible for PPP. First come, first served, consider need, and likelihood of the grant funds allowing businesses to retain jobs in Centerville. Must have experienced decrease in revenue due to COVID-19</p> | <p>Payroll, rent/mortgage payments, utility expense, insurance payments, PPE, and facility upgrades to comply with Responsible Restart Ohio's guidelines</p> |
| <p>Kettering (Montgomery County) <i>Small Business</i> <u>Not</u> CARES Act funds</p> | <p>Planning and Development Department – city staff</p> | <p>Emergency business loan program</p> | <p>Max \$5000 loan Must have physical location in Kettering and must have experienced loss of income due to COVID-19. Micro-loans to businesses with ≤ 25 employees. Businesses begin monthly loan repayments after 12 months with 2 years to pay in full.</p> | <p>Normal business expenses that have become difficult due to revenue decline caused by pandemic</p> |
| <p>Wilmington (Clinton County) <i>Small Business</i> CARES Act</p> | <p>Application submission through Wilmington Mayor's office to be considered by the Grant Committee</p> | <p>Small Business Emergency Relief Grant Program</p> | <p>Must be for profit with < \$1 million gross annual revenue, ≤ 30 employees, have a physical storefront/allowable home office within city.</p> | <p>Costs of business interruption incurred by closures, and costs incurred to meet reopening guidelines from ODH. Mortgage/rent payments, utility, vehicle equipment lease or rental payments incurred during the time mandated closure (3/23/20), salaries/wages, other costs (telework capabilities, PPE, necessary expenditures due to public health protocols during pandemic)</p> |
| <p>Village of Blanchester (Clinton County) CARES Act</p> | <p>Council & financial officer</p> | <p>Coronavirus Relief Grant Fund</p> | <p>Reimbursing the village for any COVID-19 related expenses.</p> | <p>COVID-19 related costs that were not accounted for in the budget</p> |

LOCAL MUNICIPALITY EXAMPLES

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| <p>Oxford (Butler County) <u>Small Business</u> <u>Not</u> CARES Act funds</p> | <p>Loans come from City of Oxford Community Improvement Corporation</p> | <p>Small business loans & gift card program</p> | <p>City donated \$200,000 to the Community Improvement Corporation. Businesses apply for CIC to buy gift certificates from their businesses and the public can then purchase the gift certificates online (to be used after August 1).</p> | <p>Purpose is to allow businesses to retain staff.</p> |
|--|---|---|--|--|

Village of Evendale – redirected to Hamilton County Grant Program. Could not find any further info (reached out) waiting to hear back.
 Sharonville – spoke to admin/finance dept. not doing anything to date but are contemplating what they might like to do. Have been looking at Springboro & Centerville’s examples
 Montgomery – promoted Hamilton County’s nonprofit program on social media. Reached out to city office, waiting to hear back.
 Dayton’s website directs to the Montgomery County Business Solutions Center (CARES grant application: Small Business).

Warren County Small Business Grant Program

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.

Maximum Amount Available Per Applicant: \$5,000

Minimum Eligibility Requirements:

- 1.) Business/organization must be located in Warren County
- 2.) Business/organization must be able to demonstrate negative impact due to COVID-19
- 3.) Business/organization must be operational since at least January 1, 2019
- 4.) Business/organization must be 50 FTEs or less
- 5.) Business/organization must be current on all local income and county property taxes
- 6.) Business/organization must be in good standing with local, state, and federal agencies
- 7.) Business/organization must not currently be in receivership or bankruptcy
- 8.) Business/organization must plan to continue operating following COVID-19 pandemic
- 9.) Business/organization must agree to terms and conditions at the end of this application.

CONTACT/GENERAL INFORMATION

1. Please select the description that best meets your business/organization:
 - a. Small Business
 - b. Non-Profit
 - c. Childcare (or childcare related service)
 - i. **If childcare, please provide any certifications and/or sponsorship information in the documentation section.**
2. Applicant's name:
3. Contact information (not generic email such as info@business.com):
4. Legal business/organization name:
5. Legal business/organization mailing address:
6. Business/organization website:
7. Federal tax ID (EIN):
8. State charter number:
9. NAICS Industry Code and/or SIC Code:
10. Type of business/organization (ex. LLC, S-Corp, 501 (c) (3), etc.):
11. Business/organization street address:
 - a. **Must be in located in Warren County to be eligible.**
12. Please describe the nature of your business/organization:
13. Names of officers/principals (names of all owners, principals, and/or primary officers of the company/organization (Name & Title):

UNDERSTANDING THE NEED

14. Amount of funding requested (maximum amount of grant per applicant \$5,000):
15. 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.**
16. 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.**

DETERMINING ELIGIBILITY

- 17. Number of years in business/operation (Years: ____ Months: ____):
 - a. **Must have been in business/operation since January 1, 2019 to be eligible.**
- 18. Employees & payroll expenses. Please state pay period length (weekly, bi-weekly, etc.):
 - a. **Must have 50 or fewer FTEs to be eligible.**

| | |
|-----------------------|-------------------|
| Full-time | Full-time payroll |
| Part-time (<20 hours) | Part-time payroll |
| Total | Total |

- 19. Is your business/organization current on all local income and county property taxes? Y/N
 - a. **Answer must be yes to be eligible.**
- 20. Is your business/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.**
- 21. Is your business/organization currently in receivership or bankruptcy? Y/N
 - a. **Answer must be no to be eligible.**
- 22. 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.**
- 23. 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 | |
| Salaries/Wages (not covered by PPP) | |
| PPE/Restart Ohio Expenses | |
| Recovery Planning | |
| TOTAL | |

- 24. Annual revenue in 2019: \$
- 25. Annual revenue 2020: \$
- 26. Estimated lost revenue due to COVID-19: \$
- 27. Is your business/organization closed? (State-mandated, required closures due to COVID-19 not included): Y/N
 - a. If yes, closure reason:
- 28. Do you plan to continue your business/organization following the COVID-19 pandemic: Y/N
 - a. **Answer must be yes to be eligible.**
- 29. Is your business/organization a privately held entity?

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. Most recent payroll report and report from same period in previous year
3. Interim financial records
 - a. March 1 – July 31, 2019 and March 1 – July 31, 2020
4. Documentation of eligible expenses for which funding will be used
5. Vendor Packet Info (attached to this application)
 - a. Completed W-9
 - b. New vendor form
 - c. Vendor information sheet
 - d. Independent contractor/worker acknowledgement (sole proprietor only)
6. Completed terms and conditions (at the end of this application)

SUPPORTIVE DOCUMENTATION (IF AVAILABLE)

1. Childcare certification and/or sponsorship information
2. Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
3. 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 ten (10) 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.

Commented [NA1]: Does the BOCC want to do this?

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 one (1) year 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 one (1) year 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 Small Business Grant Program Expense Report

Grantee Name: _____

Grantee Address: _____

Grantee Phone Number: _____

Grantee Email: _____

| Date of Payment | Name of Payee | Invoice # | Purpose | Check # | Verification Attached? |
|-----------------|---------------|-----------|---------|---------|------------------------|
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The undersigned hereby certifies that all expenses set forth above were paid by the Grantee using the Warren County Small Business Emergency Relief 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

**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT SECTION 5001
GRANT ADMINISTRATION AGREEMENT
between the
WARREN COUNTY BOARD OF COMMISSIONERS
and the
WARREN COUNTY SMALL BUSINESS DEVELOPMENT ALLIANCE**

THIS AGREEMENT is made as of the date of the last signature below by and between the Warren County Board of County Commissioners (hereinafter "COUNTY"), a political subdivision of Ohio, with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Warren County Small Business Development Alliance (hereinafter "SBDA"), an Ohio non-profit corporation, with its principal place of business located at 3525 North State Route 48, Lebanon, Ohio 45036;

WHEREAS, in response to the economic impact of the global COVID-19 pandemic, the Federal Coronavirus Aid, Relief, and Economic Security act (hereinafter "CARES" or "CARES Act") was passed establishing a fund to provide payments to State, Local and Tribal governments to mitigate the damages to the local economy; and

WHEREAS, Warren County, Ohio is a local government eligible for receipt of direct payment from the United States federal government under the CARES Act, and has received **XXXX** Million from the relief fund; and

WHEREAS, the County developed the Warren County COVID-19 Small Business Relief Grant Program (the "Program") which will use \$1,050,000.00 of the CARES relief fund dollars to provide grants directly to eligible small businesses all across Warren County, Ohio that have been negatively impacted by the COVID-19 pandemic or have had business interruption from Ohio Department of Health "Stay at Home" orders and the like; and

WHEREAS, SBDA is a non-profit organization developed specifically to assist small businesses in Warren County, Ohio with programs that assist in growth, job creation, and accessing capital, and is willing to administer the Program on behalf of the COUNTY through its Small Business Development Center,

WHEREAS, through **Resolution No. _____**, the COUNTY has developed the

ank kicked
off Football
Team

Program requirements and eligibility [Exhibit A] and Program Application [Exhibit B], attached below

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

DUTIES OF PARTIES.

The COUNTY agrees to pay to the SBDA an amount not to exceed \$20,000.00 to administer the Program (hereinafter “Grant Administration Fee”). County will encumber \$350,000.00 for grants towards Small Businesses with 50 full time employees or less, \$350,000.00 for grants towards Non-Profit Organizations, and \$350,000.00 for grants towards Child Care Facilities impacted by the COVID-19 pandemic.

Upon receiving an approved Program Application, COUNTY will issue a grant to the approved grantee in an amount not to exceed \$5,000.00 to each eligible applicant, from the above designated and encumbered funds.

SBDA will administer the Program which will consist of marketing the program to the small businesses of Warren County, collecting, reviewing and approving the Exhibit B Program Applications, and notifying the County of eligible grantees pursuant to Exhibit A Program Eligibility and Requirements.

TERMINATION; RECOUPMENT; TERM.

Either party may terminate this agreement for convenience by providing written notice to the other party. SBDA shall return any unused portion of the Grant Administration Fee to COUNTY if this agreement is terminated in advance of the term of this Agreement. This Agreement shall be effective upon the date last signed by the parties and shall continue in full force and effect until December 30, 2020, or until all encumbered grant funds are distributed, whichever may occur first. Should there be additional CARES Act funds available for small business grants in the future, this Agreement may be extended in writing by mutual agreement of the parties.

NON-DISCRIMINATION.

SBDA, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and COUNTY non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

WORKERS' COMPENSATION.

SBDA shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

ACCOUNTABILITY FOR GRANT PROPERTY.

SBDA must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement.

REPORTS AND RECORDS.

SBDA agrees to maintain and provide to the COUNTY upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the COUNTY and/or State of Ohio to audit and verify that the funds provided under this Agreement are used for the purpose(s) stated in this Agreement.
- Other records and reports as required by the COUNTY to enable it to comply with local, state, and federal statutes and regulations.
- SBDA shall maintain all records related to this grant Agreement and the administration of the program for 3 years after the COUNTY makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the SBDA shall retain the records until completion of the action and all issues which arise from it or until the end of the 3-year period, whichever is later.
- Performance reports which include information regarding actual accomplishments

established during the grant period and other pertinent information. Such report shall be in the form required by the COUNTY.

- Final report of grant closeout.

The COUNTY shall have the right of access to any pertinent book, document, paper or other records of the SBDA and Applicants which are pertinent to grant in order to make audits or examinations.

FEDERAL, STATE AND LOCAL LAWS.

SBDA agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement. Additionally, SBDA agrees that it will only approve grant applications for eligible uses pursuant to section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act.

HOLD HARMLESS

SBDA hereby agrees to hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, losses and judgments (including attorney's fees and court costs) whatsoever that arise out of the performance or nonperformance of the services or subject matter called for in this Agreement. Nothing herein shall be construed to make the SBDA liable for the negligence of the COUNTY.

INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. SBDA shall at all times remain an 'independent contractor' with respect to its performance under this Agreement.

SUCCESSORS AND ASSIGNMENT.

The COUNTY and SBDA each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Agreement. Neither the COUNTY nor SBDA shall assign or transfer its rights, interests, duties, or obligations under this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party

hereto.

NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in Warren County Common Pleas Court.

ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

PUBLIC RECOGNITION AND COUNTY SUPPORT.

SBDA shall recognize the COUNTY on all printed materials and promotional media related to the Program. When there are press releases, photographs, newsletters or any published materials about the Program, the COUNTY shall be included on any and all mailing distributions. SBDA may include its name and/or logo on any and all printed materials, promotional media, and press releases about the Program.

(End of text. Execution on the following page.)

The parties hereunto have caused this AGREEMENT to be executed in duplicate on the date of the last signature below.

**WARREN COUNTY SMALL
BUSINESS DEVLEOPMENT ALLIANCE
“GRANTEE”**

**WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS
“COUNTY”**

By:
Title: President & CEO

President / Vice President:

Date: _____

Date: _____

Resolution # _____

APPROVED AS TO FORM:

By: Adam M. Nice
Assistant Prosecuting Attorney

EXHIBIT A

Warren County COVID-19 Small Business Relief Grant Program

PROGRAM GUIDELINES

See attached.

Exhibit B

Warren County COVID-19 Small Business Relief Grant Program

**PROGRAM APPLICATION
TERMS AND CONDITIONS**