



Newton County American Rescue Plan Act (ARPA) Small Business Relief Grant Program (SBRGP) Grant Agreement

This is a Grant Agreement (“Agreement”), dated as of **DATE** by and between **BUSINESS NAME**, a for profit company in the state of Georgia (“**Grantee**”), and The County of Newton, Georgia, a County in the State of Georgia. (“**Grantor**”). This grant is being funded with State and Local Fiscal Recovery Funds (“SLFRF”) funding designated to the County of Newton, GA, by The United States Department of Treasury. This Grant agreement will be governed by federal regulations governing the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (“SLFRF”)

BACKGROUND

A. **BUSINESS NAME** is a for profit small business. Grantee’s small business is **BUSINESS TYPE**.

B. Grantor desires to support Grantee’s small business by making a grant (“Grant”) on the basis set out in this Agreement and in accordance with the grant requirements (“Exhibit A- Grant Terms”) and limitations (“Exhibits”) attached to this agreement.

Grantee and Grantor agree as follows:

1. CORE TERMS

1.1 Grant

Grantor will make the Grant to Grantee based on verification of negative economic impact demonstrated by the small business. Grant amount is listed in Exhibit A – Grant Terms.

1.2 Use of Grant

Grantee will use the Grant in accordance with the eligible uses and ineligible uses identified in Exhibit C – Use of funds.

1.3 Grant Period

The grant period (“Grant Period”) will be from the date of signature to January 31, 2024. Grantee agrees to expend all grant funds by January 31, 2024.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons

Grantee and Grantor will each appoint one individual to act as principal contact person for notices and other communications under this Agreement. The initial appointees are identified in the Grant Terms. Grantee and Grantor may change its contact person at any time by written notice to the other party.

2.2 Reporting

Grantee will provide Grantor with narrative of how grant funds assisted the business, and the awarded funding effects on the negative economic impacts experienced by the business due to Covid-19. This information will be obtained via survey sent to all businesses assisted, to which each funded business agrees to respond.

2.3 Recordkeeping

Grantee will maintain its books and records in a manner that it will be able to provide Grantor with sufficient detail regarding the use of the grant funding and how it assisted the small business.

3. ARPA FEDERAL GRANT RECOGNITION; PUBLICITY

Grantee must announce and publicize the Grant in recognition of Grantor's support. Grantee and Grantor may each disclose the other party's name and the amount of the Grant, and use each other's logo, in internal and external communications, including, without limitation, on its website and in its outreach materials, and as may otherwise be required by law. The Grantee must identify the funding being received as American Rescue Plan Act (ARPA) funding in all public announcements and media.

4. COMPLIANCE

4.1 Tax Status

Grantor cannot represent how this funding will be treated by the taxing authorities for the purposes of income taxes. Each Grantee understands that this funding may or may not be considered income for the purposes of local, state, and federal income tax.

4.2 Anti-Terrorism

Grantee will not: (a) engage in illegal activities; or (b) provide resources or support to, receive resources, or support from, or associate in any way with any individual or entity that engages in drug trafficking or activities of terrorism.

5. GENERAL PROVISIONS

5.1 Entire Agreement

This Agreement, together with the Grant Terms, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

5.2 Amendment

This Agreement may be amended only as stated in writing and signed by both Grantee and Grantor which recites that it is an amendment to this Agreement.

5.3 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Grantee.

5.4 Governing Law

This Agreement will be governed by Georgia law.

5.5 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

5.6 2 CFR Part 200 ARPA Federal Requirements

The Grantee agrees to follow all required federal guidelines under the American Rescue Plan Act (ARPA) final rule, as well as federal regulations promulgated in 2 CFR Part 200.

These requirements may include the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Applicable federal environmental laws and regulations.

5.8 Statutes and regulations prohibiting discrimination applicable to ARPA.

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), 4 which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services

provided or made available by state and local governments or instrumentalities or agencies thereto.

This Agreement was signed by Grantee and Grantor as of the date stated in its first paragraph:

Grantor: The County of Newton, GA

By: _____

Name: By: Marcello Banes, Chairman

Title: Chairman

Grantee: **BUSINESS NAME**

By: _____

Name: **BUSINESS OWNER NAME**

Title: **BUSINESS OWNER TITLE**

BUSINESS NAME

Exhibit A Grant Terms

Terms of Grant:

This grant is to be used by Small Businesses in Newton County, GA.

Grant amount	Newton County Small Business Relief Grant Program (SBRGP) – AWARD
Payment schedule	Newton County Small Business Relief Grant Program (SBRGP) – Grantor will make the grant payment in a single lump-sum within 30 days after signing this Agreement.
Payment will be made and sent to the following address:	BUSINESS MAILING ADDRESS

Use of Grant

Grant purpose	Newton County Small Business Relief Grant Program (SBRGP) – <ul style="list-style-type: none">• Payroll• Mortgages• Rent• Other reasonable business-related costs and expenses
Grant period	DATE to January 31, 2024 <u>Grantee agrees to expend all funds in full by January 31, 2024.</u>

Reporting

Timing	Newton County Small Business Relief Grant Program (SBRGP) – – <i>Each Grantee agrees to participate in (1) electronic Survey sent via email.</i>
---------------	---

Content	Each survey will solicit information on the Grantee's use of the Grant, and how it assisted the Grantee's business with the negative economic impacts of COVID-19 Pandemic.
----------------	---

Grantor Contact Information

Grantor address	1113 Usher Street, Suite 204 Covington, GA 30014
Grantor contact person	Name: Randi Fincher Title: Purchasing Coordinator E-mail: rfincher@co.newton.ga.us Telephone: 678-625-1237

Grantee Contact Information

Grantee address	BUSINESS OWNER MAILING ADDRESS
Grantee contact person	Name: BUSINESS OWNER NAME Title: BUSINESS OWNER TITLE E-mail: BUSINESS OWNER EMAIL Telephone: BUSINESS OWNER PHONE

Exhibit B - Ineligible Businesses

The following types of businesses are ineligible for the Newton County, GA Small Business Relief Grant Program:

- Franchises
- Hotels or Motels
- Liquor Stores
- Financial / Lending Institutions
- Private Membership or Fraternal Organizations/Businesses
- Adult Oriented Businesses
- National / Regional Chain Businesses
- Bars (eligible if less than 50% of revenue is from alcohol)
- Night Clubs
- Vape Shops and Hemp Shops
- Gambling Business
- Businesses owned in part or fully by a Newton County employee or family member of those individuals.

Exhibit C - Use of Funds

Under the ARPA guidelines, grant funds may be utilized for the following:

- Payroll
- Mortgages
- Rent
- Other reasonable business expenses

Funds under this Program may not be used to:

- Pay off non-business debt, such as personal credit cards for purchases not associated with the business
- Purchase personal expenses such as buying a new family car or making repairs to a participant's home
- Direct financing for political activities or paying off taxes and fines
- Purchase personal items or support other businesses in which the owner may have an interest

Exhibit D - Required Documents

The Recipient must provide the following documents:

- Two (2) Years of Consecutive Tax Returns (2020 & 2021) or (2021 & 2022) Form 1040/1120 or Schedule C
- Photo Identification - examples of eligible forms of ID include the following:
 - Valid Driver's License
 - Birth Certificate
 - State-issued Identification Card
 - Military Identification Card
 - Passport or Passport Card
- Completed W-9
- Occupational Tax Certificate
- Business Certificate of Incorporation
- Internal Revenue Service EIN Determination Letter (sole proprietorships are exempt)