



COVID-19 Reimbursement Application

TO THE APPLICANT: East Grand Forks and Polk County are collaborating to provide grants to businesses with costs of business interruption caused by required closures, mandates, and the requirements imposed upon them because of the response to COVID-19. This application will provide us with the information we need for the grant program. The first phase of the grant program will be reimbursements for actual COVID-19 expenditures; such as PPE, plexiglass, outdoor dining, and similar things. A second phase, funds permitting, will address the similar needs of businesses missed in the first round and possibly the larger expenses incurred by some businesses, so please be prepared to respond promptly for a second round. Please review the eligibility criteria at the end of this application. Some businesses are not eligible for the program.

The information you provide on this application will be used to determine your eligibility for the COVID-19 Reimbursement Program, funds permitting. It is important that the information you provide on this application is complete and accurate. **PLEASE PRINT IN INK.** The intent of this program is to reimburse businesses for some of their actual COVID-19 expenses. The program is not designed to reimburse businesses for lost revenues.

BUSINESS INFORMATION:

Business Name: _____

FEIN: _____

Minnesota Tax Identification Number: _____

Business Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____ **Cell Phone:** _____

Type of Organization: (check one)

_____ **Sole Proprietorship** _____ **Partnership** _____ **Corporation** _____ **Limited Liability**

Did you receive a PPP loan? _____ **Yes** _____ **No**

If yes, how much did you receive? \$ _____ **Please provide documentation.**

Did you receive unemployment compensation? _____ **Yes** _____ **No**

If yes, how much did you receive? \$ _____ **Please provide documentation.**

Please attach all receipts and paid invoices for COVID-19 expenditures. The maximum reimbursement in the first round will be \$5000.

Total amount: \$ _____, excluding sales taxes

The City of East Grand Forks or its authorized representative shall have the right to review and verify the submitted expenses. The amount of reimbursement, if any, will depend upon the availability of funds and the verification of eligible expenses.

NOTE: The information requested in your Application is legally required to determine if you qualify for participation in this East Grand Forks Program. A portion of the data requested is classified as "private data on individuals" under Minnesota Statute 462A.065. Use of data obtained is limited to that necessary for the administration and management of this program by East Grand Fork City personnel or those under contract with the City of East Grand Forks, and, in instances where access to this data is authorized by state statute or federal law, it may be made available to other governmental entities, including, but not limited to, the United States Department of Housing and Urban Development.

The disclosure of your Social Security Number or Minnesota Tax Identification Number is mandatory for participation in the City of East Grand Forks Program, by virtue of the Minnesota Revenue Recapture Act of 1980 (Sections 270A.01 to 270A.12 of Minnesota Statutes), as well as Section 270.6 of said Statutes. Supplying these numbers could result in the application of state tax refunds to the payment of any delinquent indebtedness to the City of East Grand Forks resulting from this or any other city program. These numbers may be made available to state or federal tax authorities and state or federal personnel involved in the collection of obligations.

The City/EDA has absolute discretion and authority to accept or deny any application. The City/EDA is not responsible for any costs or expenses incurred by the Applicant in applying for the Grant Funds, and the funds can only be used for eligible expenses.

I, the undersigned, certify subject to penalty under law that the above information is true and correct to the best of my knowledge and belief and that the provisions stated above are accepted and agreed to.

Applicant's Signature

Date of Application

Program and Eligibility Criteria Round 1

Eligible Expenses:

- Investments that reduce repetitive touch, such as:
 - Touchless payment systems or document signing systems
 - Automatic faucets, toilets and door kicks
 - Technology to manage take-out, or drive-through orders
- Improvements that create distance between customers or employees
 - Expanded outdoor dining
 - Partitions between workers who cannot be socially distanced
- Purchases of items that directly controls infection, such as:
 - PPE » UV sanitizers
 - Temperature checking equipment
 - Equipment to allow working from home by the employee.

Ineligible Uses of Program Grant Funds:

- Political Campaign contributions or donations
- Charitable Contributions.
- Bonus to Recipient owners or officers.
- Paydown or payoff of debt by more than monthly amount required by the underlying debt instrument
- Payroll and other employee or business associated costs for which the Recipient has received or expects to receive reimbursement from other federal. State or regional funds (e.g. Payroll Protection Program or unemployment insurance).
- Damages Covered by insurance.
- Reimbursement to donors for donated items or services.
- Severance pay.
- Legal settlements.
- Any expense not considered an eligible business expense by the Department of the Treasury Internal Revenue Service.

Business Eligibility:

- The business must be located and operating within the City limits of the City of East Grand Forks as of March 1, 2020.
- The expenses must have occurred in the time period between March 16, 2020, and September 30, 2020.
- The business must be in good standing with the City of East Grand Forks by no later than March 1, 2020.
- The business must provide documentation from Polk County that the business is in good standing with the County by no later than March 1, 2020.
- The business must provide documentation from the State of Minnesota that the business is in good standing with the State.
- Ineligible businesses:
 - Corporate chains or multi-state chains
 - Businesses in default conditions prior to February 29, 2020
 - Businesses that primarily derive income from gambling
 - Businesses that derive income from adult entertainment
 - Businesses that primarily make income from pawned material
 - Businesses that derive income from real estate transactions, property rentals (except hotels), or property management, or lobbying

Grant Information:

- The program is a reimbursement program using funds from both the City's and the County's CARES Act allocations
- The reimbursement program is open to all businesses, whether for-profit or not-for-profit
- The application period opens today and closes October 2, 2020, closes at 5:00 p.m.
- The maximum grant amount in round 1 will be \$5000.
- The amount of the grant will be based upon the percentage of reimbursements requested and funds available.
- The funds shall not be used to reimburse the business for expenses that have otherwise been reimbursed through other programs. (no double dipping)
- The program is designed to help with costs of business interruption caused by required closures, mandates, and requirements imposed upon them because of the response to COVID-19. Please consider the needs of other businesses if you were not harmed by the mandates and restrictions. Thank you.
- The completed application with copies of all receipts and paid invoices should be returned to Paul Gorte at City Hall, 600 DeMers Avenue NW, East Grand Forks, MN 56721 and received by no later than October 2 or submitted electronically to pgorte@egf.mn by no later than 5:00 p.m. on October 2, 2020

Round 2

If funds remain after Round 1, there will be a second round. The second round will include business that were missed in the first round, businesses that may have had unusually large expenses for COVID-19 expenses, and. If funds still remain, lost revenues. Further details will be sent later if funds remain available.

AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND

FOR CARES ACT SMALL BUSINESS
AND COMMUNITY SUPPORT FUND GRANT

THIS AGREEMENT is made this ___ day of _____ 2020 (“Effective date”), by and between the City of East Grand forks, a Minnesota municipal corporation (“the City”) and _____ (“the Recipient”), the recipient of the grant award from the City’s Small Business and Community Support Find, collectively referred to as the “Parties.”

WHEREAS, the East Grand Forks City Council declared public health emergency in East Grand Forks arising from the COVID-19 outbreak; and

WHEREAS, Governor Walz issued an Executive Order which prohibited all people in the State of Minnesota from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Minnesota from conducting business, with limitations therein; and

WHEREAS, Governor Walz established a phased approach to reopening the State of Minnesota; and

WHEREAS, Governor Walz’s order creates a transition from statewide Stay at home to a statewide Safe start; and

WHEREAS, disruptions to workers and small businesses are serious, as small businesses are the backbone of our economy, and provide the foundation of employment, services for the community, and revenue for cities and other public agencies to continue to provide essential service for the public welfare and benefit, and

WHEREAS, The City Council recognizes that one of its essential functions is to secure the health and welfare of its citizens; and

WHEREAS, resources are necessary to help small businesses survive and certain small businesses reasonably require public aid in order to survive; and

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Relief Fund, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”), established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund be used to make payments for specified uses to States and certain local governments; and

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

WHEREAS, the State of Minnesota’s allocation of Fund resources has been designated to reimburse certain additional local governments in the state for specified expenditures through contracts administered by the State; and

WHEREAS, the East Grand Forks City Council adopted a Resolution which established a Small Business and Community Support Fund, utilizing monies to be reimbursed to the City from the State of Minnesota’s Coronavirus Relief funds; and

WHEREAS, the Recipient applied for and has been selected by the City to receive a grant from the CARES ACT Small Business and Community Support Fund by the City (“Grant Funds”) for allowable expenses, as set forth herein.

NOW THEREFORE, Parties do hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals/Exhibits. The Recitals and reference Exhibits are incorporated herein by this reference.
2. Award Amount and Eligible Expenses. The total amount of Grant Funds to be awarded to Recipient is \$_____. Recipient shall use the Grant Funds only to pay or reimburse Recipient for Eligible Expenses incurred during the time period set forth in Section 3. A list of Eligible and Ineligible Expenses is included in Exhibit 1. In the event an expenditure is submitted that is ineligible for payment per Exhibit 1, it will not be reimbursed by the City. ****Exhibit to be included later.
3. Time Period. All Eligible Expenses must be incurred by the Recipient between March 1, 2020 and November 15, 2020. Any expenses incurred before or after this period are not Eligible Expenses for Grant Funds. The Recipient understands that any expenses incurred in excess of Grant Funds are the Recipient’s sole responsibility and will not be paid by the City.
4. Source of Grant Funds. The Parties acknowledge that the funding for this Agreement comes solely as reimbursement of, or payments made to, the City from the State of Minnesota. The City has no independent obligation to provide the Recipient with funds from any other source.
5. Interagency agreement. The Parties to this Agreement agree to be bound to the provisions of any agreement entered between the State of Minnesota and the City to receive and distribute CARES ACT funds.
6. Compliance with Federal, State and Local Laws. The Recipient shall comply with and obey all applicable federal, state, and local laws, regulations, and ordinance. Should the Recipient’s spending of the Grant Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the City shall have the right to return of any portion of the Funds that are later determined to have been spent in

violation of applicable laws. In the alternative, the City may recapture such funds from payments due under this Agreement. The City shall not exercise this right until it has given written notice of noncompliance with the applicable laws or this Agreement to Recipient to cure noncompliance. The right of recapture provided in this section is in addition to and not in lieu of any right which Minnesota law provides for breach of contract.

- a. No use of Grant Funds for Expenses Covered by Other Programs. The Recipient shall not use Grant Funds to cover payroll or other employee-related or business-associated costs for which the Recipient has received other federal, state, or regional funds, including without limitation funds made available under the Payroll Protection Program ("PPP") or unemployment insurance compensation.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Recipient certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

7. Maintenance of Records; Public Records. The Recipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Recipient's direct and indirect expenditures of Grant Funds. These records must be sufficient to demonstrate that the funds have been used in accordance with Section 601(d) of the Social Security Act. The City may at any time review the documentation to determine additional Recipient's conformance with the requirements of the Grant Funds Program, and the Recipient shall make available to the City, upon request, all of Recipient's records and documents with respect to all matters covered by this Agreement.

- a. The City may require the Recipient to provide additional documentation if existing documentation is deemed incomplete.
- b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Grant Funds. These records, including materials generated under contract, shall be subject at all reasonable times to inspection and review by the City, and to audit by the Federal and State officials so authorized by law, regulation or agreement.
- c. If any litigation, claims, or audit is started before expiration of the six (6) year period provided in Section 7(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- d. All Recipient documents and records comprising this Agreement, and all other documents and records provided to the City by the Recipient, are deemed public records subject to disclosure under the Minnesota Data Practices Act. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws apply.

8. Grant Contract Amendments. The parties acknowledge that the Federal Government or the State of Minnesota may request changes to the Grant Funds or its provisions.

Any changes or revisions to the Grant Fund terms and conditions that are applicable to this Agreement shall be incorporated by amendment of this agreement, following written notice by City to Recipient.

9. Nondiscrimination. During the performance of the Agreement, the Recipient shall comply with all federal and state nondiscrimination laws. In the event of the Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.
10. Termination. If the Recipient fails to fulfill its obligation under the Agreement, the City may terminate this Agreement upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination.
11. Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Minnesota and the venue will be in Polk County, Minnesota.
12. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the City.
13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.
14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or application. To this end, the terms and conditions of this Agreement are declared severable.

CITY OF EAST GRAND FORKS

RECIPIENT

By: _____
David Murphy
City Administrator

By: _____
Printed Name: _____
Title: _____

By: _____
Steven Gander
Mayor