

GRANT AGREEMENT
HAMILTON COUNTY CARES ARTS AND CULTURAL ORGANIZATIONS RELIEF PROGRAM

This GRANT AGREEMENT entered this ____ day of August 2020, by and between the Board of County Commissioners, Hamilton County, Ohio (“Board”) and Organization Name (“GRANTEE”) with a mailing address of mailing address.

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency (“Pandemic”); and

WHEREAS, On March 9, 2020, the Governor of the State of Ohio issued Executive Order 2020-01D which declared a State of Emergency; and

WHEREAS, On March 12, April 16, June 4, July 28, and September 10, 2020, the Board by Resolution declared a State of Emergency due to COVID-19; and

WHEREAS, On March 13, 2020, the President of the United States of America declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) was passed establishing a \$150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, as a county with a population that exceeds 500,000, Hamilton County is a unit of local government eligible for receipt of direct payment under the CARES Act, and as such has received \$142 Million from the Coronavirus Relief Fund; and

WHEREAS, the Board passed a resolution on June 2, 2020 with amendments passed on July 30, August 27 and October 1, 2020 authorizing the County Administrator to appropriate and implement programming consistent with Hamilton County’s CARES Act Plan which included, among other priorities, assistance to arts and cultural organizations; and

WHEREAS, the Board issued Program Eligibility Requirements that arts and cultural organizations must meet in order to apply for and receive CARES Act funding from that Board, attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, GRANTEE submitted a Grant Application (“Application”), attached hereto and incorporated herein by reference as Exhibit B, and was selected by Board to receive a Hamilton County CARES Arts and Cultural Organization Assistance Grant (“Grant”); and

WHEREAS, GRANTEE has agreed to the terms and conditions set forth herein.

NOW, THEREFORE, Board and GRANTEE, for the consideration hereinafter set forth, agree as follows:

1. Board hereby grants and awards to GRANTEE, a non-profit arts and cultural organization that ceased operations or had their operations severely diminished due to Ohio’s mandated closures due to the COVID-19 public health emergency, a Grant in the amount of \$ [REDACTED] (“Grant Funds”). The Grant Funds awarded hereunder shall only be used to pay necessary expenditures incurred due to the public health emergency with respect to COVID-19.
2. GRANTEE warrants and represents that by accepting the Grant Funds it meets and is in compliance with the Program Eligibility Requirements set forth on Exhibit A and that all information set forth on or submitted as a part of the Application – Exhibit B is true and accurate. If at any time, it is determined that GRANTEE is not in compliance with the Program Eligibility Requirements and/or all information set forth on or submitted as a part of the Application is not true and accurate, all Grant Funds shall be immediately repaid to Board by GRANTEE.
3. GRANTEE understands and agrees that Grant Funds provided to the GRANTEE shall only be used for expenses identified on the Application. Any other use of Grant Funds, without prior written approval of Board, shall be an Ineligible Expense (as further described herein) and will not be reimbursable.
4. GRANTEE understands and agrees that it shall not use Grant Funds to reimburse costs and expenses that would be an Ineligible Expense, as detailed on Exhibit A. If at any time, it is determined that Grant Funds were used to pay any Ineligible Expense, all or a part of the Grant funding shall be repaid within 7 calendars days from demand by Board.
5. GRANTEE warrants and represents that all statements, records and information submitted to Board in relation to this Grant are true and accurate. GRANTEE

understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all Grant Funds shall be immediately repaid to Board by GRANTEE.

6. To the fullest extent permitted by and in compliance with applicable law, GRANTEE agrees to protect, defend, indemnify and hold free and harmless Board and its respective individual members, officials, officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogations attorneys' fees, court costs, defense costs or other injury or damage, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of use of property resulting without injury, damage or destruction) of any nature whatsoever, arising out of or incident to in any way, to this Agreement including, without limitation, by GRANTEE, its subcontractor(s), GRANTEE employees, agents, assigns, volunteers. This indemnity is intended to apply to any CARES Act funds received hereunder that are required to be repaid by Board to the federal government.
7. This Agreement is a matter of public record under the laws of the State of Ohio.
8. GRANTEE understands that Board is subject to the Ohio Public Records Act pursuant to Ohio Code Section 149.43. In the event that GRANTEE provides the Board with any material or information, which GRANTEE deems to be exempt from disclosure under the Ohio Public Records Act, GRANTEE shall clearly identify and mark such material or information accordingly before submitting to Board. If Board is requested by a third party to disclose material or information which is identified and marked exempt from disclosure under Ohio law, Board will notify GRANTEE of such fact. GRANTEE shall promptly notify Board, in writing, that either a) the Board is permitted to release the documents, or b) GRANTEE intends to take immediate legal action to prevent its release to a third party. A failure by GRANTEE to respond within five (5) business days shall be deemed permission to Board to release such documents.
9. GRANTEE agrees that it has broken down its Eligible Expenses between those incurred prior to the date of the Grant Application and those anticipated to be

incurred after the date of Grant Application but prior to December 30, 2020. GRANTEE represents that all source documentation for expenses that were incurred prior to the date of the Grant Application, for which reimbursement is being requested, were submitted as a part of the application process. For those expenses anticipated to be incurred after the date of application but prior to December 30, 2020, GRANTEE agrees to submit source documentation as a part of the Close-Out Report which is due no later than December 15, 2020. The Close-Out Report shall be in the form attached hereto and incorporated herein by reference as Exhibit C. Grant funds not requested or expended by December 15, 2020 shall be repaid to the Board. If, during its review of Grant Close-Out Reports and source documentation, Board identifies that GRANTEE does not meet the Eligibility Criteria or has been paid for Ineligible Expenses using the Grant funding, the GRANTEE shall repay those funds within 7 calendars days from demand by Board.

10. GRANTEE shall maintain all source documentation, which includes without limitation, records, financial or otherwise, relating to use of Grant Funds for at least five (5) calendar years following receipt of such funds. Board shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.
11. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to the Board. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to Board by GRANTEE.
12. GRANTEE certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

13. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.
14. GRANTEE shall only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State, and the Ohio Office of Budget and Management. Organizations are cautioned that guidance changes frequently and later versions may become available. The receipt and review of documentation as well as the payment of Grant Funds by Board to GRANTEE shall in no way be construed as Board's determination or approval of the eligibility of the expenses being reimbursed. In all cases and under all circumstances, GRANTEE is ultimately responsible for the determination of the eligibility of expenses that it submits to the Board for reimbursement.
15. Any funds not used in compliance with the CARES Act shall be promptly re-paid by the GRANTEE to Board. Funding under this Agreement cannot supplant any other funding.
16. GRANTEE shall comply with the requirements of all applicable federal, state and local laws, rules and regulations governing the performance of its duties under this GRANT AGREEMENT.
17. GRANTEE agrees to adhere to accounting principles and procedures required by federal law. GRANTEE further agrees to utilize adequate internal controls, and to adhere to required accounting principles and procedures.
18. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.
19. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.
20. This GRANT AGREEMENT shall terminate December 30, 2020, unless extended by written agreement of the parties or otherwise terminated as provided herein.

Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.

21. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of Board and GRANTEE.
22. GRANTEE shall sign and return this GRANT AGREEMENT within ten (10) calendar days of receipt or the Grant Funding may be forfeited.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this GRANT AGREEMENT and do so in my respective capacity.

GRANTEE - NAME:

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO

Signature: _____

Jeff Aluotto _____

County Administrator

Date Signed: _____

EXHIBIT A

Program Eligibility Requirements

Hamilton County CARES Arts and Cultural Organizations Relief Program

Hamilton County has received \$142 million in CARES Act funding to combat the ongoing impacts of COVID-19 in the community. Many non-profit arts and cultural organizations had to cease operations or had their operations severely diminished due to Ohio's mandated closures. As such, Hamilton County has allocated up to \$3.5 million of its CARES Act funding to help provide relief to arts and cultural organizations impacted by the COVID-19 public health emergency ("Program"). The Program will be administered by ArtsWave (sets up online application, answers questions, assists with application review). Hamilton County will ultimately make all decisions on award and award amount. In addition, all payments will be made directly by Hamilton County to the organization.

CARES Act funding can only be used to cover costs of necessary expenditures incurred due to the COVID-19 public health emergency. In addition, costs must be incurred between March 1, 2020 and December 30, 2020. All costs must comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State, and the Ohio Office of Budget and Management.

For Assistance, US Department of Treasury's guidance on the Coronavirus Relief Fund can be found as follows:

Treasury Guidance to State and Local Governments page link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

U.S. Treasury Guidance FAQ:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Eligibility

In order to apply for funding from the Program, arts and cultural organizations must meet the following eligibility criteria:

1. Its principal place of business and location(s) where services where operations occur is in Hamilton County.
2. Has been in operation and provided arts and cultural programming since at least January 2019.

3. Organized as a non-profit entity under the laws of the State of Ohio and recognized as a 501(c)(3) tax exempt organization by the Internal Revenue Service.
4. Registered with State of Ohio Attorney General's Office
www.ohioattorneygeneral.gov/Business/Services-for-Charities/Charitable-Registration
5. Primary mission is to provide arts and cultural programming that is open and accessible to the general public.
6. Has a DUNS number prior to being awarded grant funding. A DUNS number can be requested here: <https://fedgov.dnb.com/webform/displayHomePage.do>
7. Is currently in compliance with all state laws and treasury regulations, including those applicable to its status as an organization recognized as a tax exempt entity under I.R.C. 501(c)(3) and a non-profit organization under Ohio law.
8. Has the ability to demonstrate and document that from March 1, 2020 to December 30, 2020, it has incurred costs or will incur costs due to the public health emergency with respect to COVID-19.
9. Will not use Hamilton County CARES funding in place of or instead of local, state, federal, or other government funds already designated or used for that expense or activity.
10. Has prior experience in successfully managing federal, state or local financial assistance and/or grant funding.

Ineligible Service Providers and Programs

The following entities are NOT eligible to apply for CARES funding from the Program:

1. Organizations whose primary mission is not arts related (e.g. social service, religious, education, science, parks, nature, or health organizations).
2. Social clubs and membership only organizations.
3. Arts or cultural programming entities that are not open and accessible to the general public.

Funding Amounts and Payment by Hamilton County

Requests and award levels will be based on the total amount of revenue realized by the organization for its fiscal year ending in 2019:

Revenue >\$1M	Maximum request of \$100,000
Revenue \$300K-\$1M	Maximum request of \$50,000
Revenue <\$300K	Maximum request of \$25,000

Minimum request of \$5,000

Hamilton County, at all times, reserves the right to amend funding levels based on applications received and to extend any deadlines.

Required Documentation

1. IRS 501(c)3 determination letter;
2. Proof of Business Address (this can be evidenced by records such as a mortgage statement, utility bill, insurance statement, and property tax bills);
3. Most recent IRS 990 tax return;
4. FY 2019 Financial Information sufficient to evidence revenue;
5. Hamilton County Vendor Form;
6. Eligible Expense Form which breaks down expenses between those incurred before the time of the application and those anticipated to be incurred after the date of application but prior to December 30, 2020; and
7. Source Documentation.

All source documentation for expenses that have been incurred at the time of the application must be submitted as a part of the application process. For those expenses anticipated to be incurred after the date of application but prior to December 30, 2020, source documentation must be submitted at the time a close-out report is submitted. Close-out reports are due December 15, 2020.

For all expenses, source documentation shall be in the form of paid invoices and canceled checks, bank statements, or similar documentation that evidences payment of Eligible Expenses, as described below. All source documentation must be maintained by organization for at least five (5) years.

If the organization cannot properly substantiate its Eligible Expenses or has received funding for an ineligible expense, the organization will be required to repay the undocumented or ineligible expense, as the case may be.

Eligible Expenses

Organizations shall only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State, and the Ohio Office of Budget and Management. Organizations are cautioned that guidance changes frequently and later versions may become available.

Under all circumstances, organizations are ultimately responsible for the determination of the eligibility of expenses that it submits for reimbursement.

By way of example only, the following may constitute Eligible Expenses:

1. **Business Interruption Costs**

Support to cover general operating expenses related directly to required closures due to COVID-19 such as utilities, security, rent or mortgage payments, and personnel costs.

2. **Mitigation Expenses for Re-opening**

Expenses incurred directly in response to COVID-19 related to re-opening of facilities and offering of public activities. Costs related to preparations for re-opening may include:

- a. COVID-19 training and health testing of staff (including W-2 employees and 1099 independent contractors);
- b. Additional personnel required to manage re-opening health and safety requirements (such as professional cleaning companies, pandemic rules enforcement, etc.);
- c. Communications and marketing efforts specifically to address compliance with COVID-19 requirements;
- d. Purchase of materials including personal protection equipment (PPE), disinfecting supplies, hand sanitizer, and signage production; and
- e. Purchase and implementation of physical accommodations that are mitigation measures specifically in response to COVID-19. The costs for these

accommodations (physical barriers and plexiglass protective screens, touchless fixtures and equipment such as faucets, toilets and water fountains, markers for social distancing) are considered eligible expenses but the related construction or installation costs are not eligible for reimbursement under this program.

3. Program Transition Support

Expenses incurred to transition to virtual programming. Costs may include: transitioning to an online platform; equipment, systems, and devices purchased specifically to facilitate the COVID-19 related move to virtual programming, including computers, tablets, and video cameras; increased broadband capability/speed (communications services), software apps like (Zoom, GoToMeetings), monthly charges streaming services, etc.). Note that monthly subscription charges can only be reimbursed from March 1 – December 30, 2020.

Ineligible expenses

1. Revenue replacement;
2. Construction costs;
3. Any tax, license or fee obligations payable to any governmental entity businesses;
4. Costs for political activity, including lobbying;
5. For Mitigation Expenses for Re-opening and Program Transition Support – costs that were accounted in the organization's most recently approved budget as of March 27, 2020;
6. Fundraising;
7. Damages covered by insurance;
8. Reimbursement to donors for donated items or services;
9. Workforce bonuses;
10. Severance pay;
11. Legal settlements;
12. Prepayment of expenses for services that extend beyond December 30, 2020;

13. Expenses that were already covered by financial assistance from other county, city, state, or federal forgivable loan or grant programs established in response to COVID-19 or by insurance;

14. All costs which are ineligible per the most recent U.S. Treasury guidance and Frequently Asked Questions:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>.

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

15. [Any cost or expense not permitted by any state or federal guidance or information.](#)

Application Process

Applications and all Required Documentation must be submitted online through ArtsWave's grants portal. Instructions and link can be found at <https://www.artswave.org/apply-for-funding>.

All applications and required documentation are due by October 23, 2020.

A team consisting of ArtsWave employees will review and verify the applications and documentation to ensure the eligibility criteria is met.

After review by ArtsWave, Hamilton County will receive the applications and documentation for final review and grant award. All grant applications and documentation are considered public records.

Approval Process

Once approved for funding by Hamilton County, the organization must sign and return the Grant Agreement within 10 calendar days of receipt.

Close-Out Process

Organizations must submit a close-out report and all required source documentation in order to receive funding for any Eligible Expense incurred after the date of application but prior to December 30, 2020, which was detailed on the Initial Eligible Expense Form.

EXHIBIT B
Grant Application

EXHIBIT C
Grant Close-Out Report
Due December 15, 2020

In order to fulfill the terms of the grant agreement, complete this form and attach the required documentation.

Please list all the expenses that were paid for using the grant funds and attach documentation to support these expenditures.

Source documentation includes: payroll, invoices and receipts or cancelled checks or bank documentation

Organization Name:

Address

Applicant Name

Email

Phone Number

Amount of Grant Received:

Summarize the impact the grant funds had on the organization and its operations:

Project Budget Summary

Submit/attach all invoices and proof of payment for grant funded expenditures. ***The expenditures should only include those allowable per the grant agreement*** (add more rows if necessary). Total amount of expenditures and documentation MUST BE EQUAL to or GREATER than the grant amount.

Date of Expenditure	Purpose and Type of Expenditure	Amount
Total		\$

Job Retention and Creation (informational purposes only)

Type of Job	# Retained	Avg Hours Per Week	# Created	Avg Hours Per Week
Part Time				
Full Time				

I certify that the foregoing charges are true and accurate to the best of my knowledge. These expenditures represent approved grant costs that have been previously paid by the grantee.

Print Name/Title

Authorized Signature

Title

Date

