



CITY OF
ARVADA
FINANCE DEPARTMENT
FACSIMILE: 720-898-7846 ▲ TDD: 720-898-7869
PHONE: 720-898-7120

Arvada Small Business Grant Program Application

1) Please complete the entire form. 2) Read the information on the third page. 3) Sign and return the document, along with a completed [IRS W9 Form](#), to BusinessRecovery@arvada.org.

Contact Information

Primary Contact Name

Primary Contact Phone Number

Primary Contact Email

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Business Information

Is this business a restaurant? Yes No

Legal Business Name

Business Address

City

State

ZIP

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Business Start Date

Number of Employees

Arvada Business License? Locally owned? Current with all sales tax filings?

COVID -19 Impacts Information

Has COVID-19 affected your business?

Please briefly describe how COVID-19 has affected your business.

Please briefly describe how the funds will be used.

Required Application Materials Checklist

- Completed Arvada Small Business Grant Program Application
- Fully executed and signed Terms and Conditions
- Proof of revenue loss

CITY OF ARVADA SMALL BUSINESS CARES ACT GRANT PROGRAM - SECOND ROUND TERMS, CONDITIONS AND AGREEMENT

A. PARTIES. The parties include the City of Arvada, a home rule municipal corporation of the State of Colorado ("City"), and the entity applying for a grant of funds through the City of Arvada Small Business CARES Act Grant Program - Second Round ("Subrecipient").

B. PURPOSE. The City has received funds from the United States Government, directly or via other government entities, under the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) ("the CARES Act Funding"). Subrecipient seeks to enter into a Grant Agreement with the City in accordance with the terms and conditions contained and referenced herein. Subject to the availability of City of Arvada Small Business CARES Act Grant Program - Second Round Funds and pursuant to this Grant Agreement, the City agrees to grant CARES Act Funding to Subrecipient if Subrecipient: (1) submits a timely completed application, agreement, and materials to the City, (2) meets the qualifications and criteria contained and referenced herein, and (3) can demonstrate it will spend or has spent the Funds on Eligible Expenses (as further defined below) consistent with the activities described in the Subrecipient's application and as required by law. The parties agree this Grant Agreement is for a public purpose, which is among other things, to minimize the extreme financial hardships caused to Arvada by the COVID-19 pandemic by providing a grant to small businesses to offset expenses incurred by small businesses which are eligible for reimbursement with funds under the CARES Act. For further information regarding the purpose of this grant program, refer to the City of Arvada April 9, 2020 Executive Order Establishing An Emergency Small Business Loan Fund.

C. QUALIFICATION. To be eligible for the Grant Program, Subrecipient must meet the following criteria:

1. Subrecipient must be a for-profit business with a physical location in the City of Arvada at the time of the application. If Subrecipient has more than one physical location in the City of Arvada, Subrecipient may apply for the program for one location only. Corporately-owned national chains may not apply for the program; however, locally-owned franchise owners/operators may be eligible.
2. Subrecipient must have been in operation on January 1, 2020, with a physical address located within the City of Arvada. Subrecipient must not be a home-based business. If Subrecipient is a Sole proprietor business, Subrecipient must not have less than \$70,000 in gross annual revenue.
3. Subrecipient must be a business in good standing with any permits, licenses, fees or taxes related to the City of Arvada as of September 1, 2020.
4. Subrecipient must have an active Arvada business license.
5. Subrecipient must have been forced to temporarily close or forced to dramatically limit operations due to the Public Health Orders issued by the State of Colorado regarding businesses and COVID-19.
6. Subrecipient must have realized at least a 10% revenue loss for the time period of January - August, 2020 and provide suitable documentation of such loss with its application.
7. Subrecipient must submit the completed application and materials by October 9, 2020.

D. APPROVAL AND SERVICE. Grant applications will be received by the City's Finance Department. Applications will be reviewed by the Finance Director of the City of Arvada in consultation with the Community and Economic Development Department, and will be approved, as feasible, in the order received and subject to funding availability and eligibility criteria detailed herein. The City reserves the right to award grant funds to support participation across every area of the City as well as to support diverse business types. Special consideration will be given to Disadvantaged Business Enterprises (DBE) that meet all grant qualifications and attach acceptable proof of DBE standing with its application. Special consideration may be given to applicants that have not participated in previous City of Arvada emergency loan or grant programs. All approved grants will be serviced through the City's Finance Department.

E. RESTRICTIONS ON USE OF FUNDS. On or before December 1, 2020, the Subrecipient must use the Funds for Eligible Expenses. Further, Subrecipient agrees to return to the City by December 1, 2020, any

amount it reasonably anticipates will be unused as of December 1, 2020. Subrecipient agrees to be responsible for ensuring that it spends, documents, and accounts for any expenditures of the Funds in strict compliance with the CARES Act requirements. Additionally, in connection with the use of the loan, Subrecipient agrees not to discriminate against any person solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, physical or mental disability, or in any way prohibited by state or federal law. Subrecipient agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations relevant to CARES Act Funding, including all guidance from the Department of Treasury which can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

F. ELIGIBLE EXPENSES. For purposes of this Agreement, the term Eligible Expenses means expenditures used only to cover those costs and expenses that are eligible expenses in compliance with the CARES Act; are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and were incurred during the period that begins on March 1, 2020, and ends on December 1, 2020. Examples of Eligible Expenses include: payment of rent or mortgage expenses necessary to avoid eviction or foreclosure; purchase of personal protective equipment (PPE) required or recommended in order to preserve the public health in light of COVID-19; expenses for disinfection of public areas and other facilities; alterations to the physical business premises necessary to meet social distancing or public health requirements or recommendations; or other expenditures necessary to reimburse the costs of business interruption caused by required closures.

G. ACCOUNTING REQUIREMENTS. Subrecipient shall:

1. Maintain an effective system of internal fiscal control and accountability for all CARES Act Funding and property acquired or improved with CARES Act Funding, and make sure the same are used solely for authorized purposes.
2. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
3. Maintain payroll, financial, and expense reimbursement records for a period of three (3) years after receipt of final payment under this Agreement or any time period required by the CARES Act, whichever is longer.
4. Permit inspection and audit of its records to determine compliance with the terms of this Grant Agreement by representatives of the City, County or Federal Government at any time during normal business hours and as often as necessary.

H. REPORTING. Subrecipient shall provide to the City regular reporting of its use of the CARES Act Funding, including the following minimum requirements which may be increased or changed at any time by the City:

1. Subrecipient will submit to the City certain required data, including, but not limited to, receipts, payroll records, or other documentation for all expenditures made using CARES Act Funding;
2. On or before the 20th of each month beginning the month following the execution of this Agreement, Subrecipient will submit to the City an updated expense tracking form and all related receipts, payroll records, or other documentation;
3. Monthly reporting by Subrecipient will continue through December 1, 2020 or until Subrecipient has documented to the City's satisfaction that all of the Funds have been spent on Eligible Expenses, whichever is sooner; and
4. Subrecipient acknowledges and agrees that the expenses submitted to the City for this Grant Agreement will not be submitted for reimbursement or as expenses under any other federal government program, including but not limited to, the Paycheck Protection Program, FEMA or another aid program, regardless of its source.

I. RETURN OF UNUSED FUNDS. In order to be eligible for the grant, Subrecipient must spend the Funds on Eligible Expenses on or before December 1, 2020. For purposes of this Agreement, "spent" means that a Subrecipient has paid for and received the goods or services and actually expended the

funds. All goods and services purchased with CARES Act Funding must be received on or before December 1, 2020. Subrecipient shall return all Funds not spent as of December 1, 2020 to the City no later than December 1, 2020.

J. NON-COMPLIANCE. In the event Subrecipient fails to comply with any of the requirements of the CARES Act with respect to the CARES Act Funding, Subrecipient shall be solely responsible for reimbursement of said funds. In addition, in the event the federal government or relevant county seeks reimbursement of funds spent by the Subrecipient from the City, the City has the right, but not the obligation, to reimburse those funds to the federal government or relevant county on the Subrecipient's behalf, and Subrecipient shall reimburse the City for such expenditure within 30 calendar days of payment by the City. In any circumstance, Subrecipient shall return all Funds not spent as of December 1, 2020 to the City.

K. NON-DISCRIMINATION. The City does not discriminate against applicants on the basis of race, color, religion, national origin, sex, marital status or age; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

L. ASSIGNMENT BY SUBRECIPIENT PROHIBITED. Grant proceeds may not be assigned by the Subrecipient to any other entity or individual.

M. DISCLOSURE OF INFORMATION. Information submitted through this application is a public record and is subject to disclosure under the Colorado Open Records Act (CORA). Records relating to the amount distributed to Subrecipient and status of loan repayment will be released in accordance with the CORA. In addition, the City may be required to disclose information by subpoena, civil-investigative demand, or court-ordered or court-authorized discovery.

N. GOVERNING LAW AND VENUE. This Agreement will be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement for the enforcement of this Agreement will be in the appropriate court for Jefferson County, Colorado.

O. MISREPRESENTATION. Subrecipient understands and agrees that a misrepresentation or omission made as part of or in connection with this application may be grounds for immediate payback in full of all amounts received through this and any other similar grant program entered into with the City, as well as any additional remedy permitted by law.

Subrecipient represents, warrants, and agrees that information submitted in this application is true and correct. In signing this application, Subrecipient further represents, warrants, and agrees that Subrecipient possess all authority necessary to bind Subrecipient to the Grant Agreement and all terms and conditions contained or referenced herein. Subrecipient acknowledges and understands that the submission of this application in no way guarantees a grant, and does not bind the City in any way, unless and until the City approves the submitted application and provides Subrecipient with grant funding.

BY SIGNING BELOW, THE SUBRECIPIENT CERTIFIES THAT SUBRECIPIENT HAS READ, UNDERSTANDS, AND AGREES THAT SUBRECIPIENT WILL BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT DESCRIBED HEREIN.

Submitted this _____ day of _____, 2020.

BUSINESS NAME -

SUBRECIPIENT

SUBRECIPIENT (if grant is accepted jointly)

SIGNATURE

SIGNATURE

PRINTED NAME OF SUBRECIPIENT

PRINTED NAME OF SUBRECIPIENT

TITLE: _____

TITLE: _____

PREFERRED MAILING ADDRESS: _____

CITY, STATE ZIP: _____

-----**FOR OFFICE USE ONLY**-----

GRANT approved in the amount of \$_____

CITY OF ARVADA, COLORADO

Bryan Archer, Director of Finance, or
Ryan Stachelski, Director of Community and Economic Development
8101 Ralston Road
Arvada, CO 80002