Grant Agreement Form for Small Business Relief Grant (SBRG)

Instructions: Please review the terms and conditions starting on page 9. Grant agreement form must be completed legibly to include all of the required eligibility and financial documents, signature, notarization, and 2,000 word (max) writeup. Failure to complete this grant agreement form in its entirety can result in the delay of reviewing your application.

Date	Commission District	FEI #	INFORMS Supplier ID #

Legal Name of Recipient Business/Grantee (including fictitious name/DBA if applicable)

Address **(as listed on Grantee's corporate papers and Sunbiz.org)**	City	State	Zip Code

Is business currently active? ☐Yes ☐No Has the business been in operation for 1 year? ☐Yes ☐No

Have you received any past private or public funding assistance to cover this hardship? ☐Yes ☐No
If yes, please describe the type of funding and amount received:

Briefly describe what will the grant assistance be used for:

Will this grant assistance be used cover any change order work or services? ☐Yes ☐No
Have you previously submitted a change order request for this work or services? ☐Yes ☐No
If yes, please provide further details on the change order request and outcome:

Complete the below in its entirety. List up to three (3) County contracts/projects that you have worked on where you have experienced a hardship as result of increase in materials, labor, or fees. Identify the total hardship amount for each project as a maximum of 50% will be reimbursed. The 50% hardship amount total should equal the total grant amount requested. Supporting documentation must be provided for each project (refer to terms and conditions).

#	*Date*	*County Department*	*Contract or Project #*	*Hardship Reason* *Increase in material, labor, or fees?*	*Hardship Amount*	*50% of Hardship Amount*
1.						
2.						
3.						
				TOTAL	**$**	**$**

Total Grant Amount Requested:	**$**

Funding and Financial Hardship Parameters:

- Grant can be used to cover incidents of financial hardship when providing products or services for Miami-Dade County. Grants can be used for incidents that occurred from March 1, 2020 – December 31, 2022.
- Cost overruns of materials and or labor after receiving a Miami-Dade County award; must be tied to a specific County project to include proof of purchase via a receipt, paid invoice or cancelled check.
- Cover the loss of revenue due to County fees or additional expenses; must be tied to a specific County project to include proof of purchase via a receipt, paid invoice or cancelled check.

Financial Supporting Documentation:
Grant amount requested must be accompanied with supporting documentation. Examples consist of:

- A $25,000 dollar invoice was submitted to the County to cover the cost of materials, however only $15,000 was paid due to what was agreed upon in the contract. The remaining $10,000 was not paid due to the cost increase of materials. Supporting documentation would need to be provided showing the $25,000 invoice and $15,000 payment received from the County to support the grant amount requested.
- County Contracts with living wage or responsible wages have seen an increase. Due to the timing of these increases, it may have resulted in having to pay more in labor cost. Payroll documentation would need to be provided showing the cost of how much was paid prior to the increase and after the increase to support the grant amount requested.
- Invoice submitted that did not account for any County fees.

Recipient Business/Grantee Organization Information:

Contact Person(s):	
Mailing Address:	
E-mail address:	
Contact Number(s):	
Fax Number:	
Date of Incorporation:	

By the acceptance of this SBRG program award, the Recipient Business/Grantee and Owner agree to provide supporting documentation described on this allocation agreement form and to provide the County with the necessary supporting financial documentation within the grant period. The Recipient Business and Owner attest to reading the "Terms and Conditions" and agreeing to comply with the same.

_____ _____ _____

Signature of Owner/President Type or Print Name Date

Notary for Recipient Business/Grantee and Owner: State of Florida: County of Miami-Dade

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____on behalf of _____ ( ) who is personally known to me or ( ) produced _____as identification.

Notary Signature: _____

Print Name: _____ (Notary Stamp)

*****FOR MIAMI-DADE COUNTY USE ONLY*****

Grant Amount Requested:	
Amount Awarded:	
County Fiscal Year:	

_____ _____

Director Signature and Approval Date Approved

Completed by Miami-Dade County via Small Business Development

In 2,000 words or less, explain how your business experienced a financial hardship (use additional separate pages if needed)

TERMS AND CONDITIONS

The goal of the SBRG program is to provide immediate financial support to certified Small Business Enterprise (SBE) firms. The Financial support will be given in the form of a grant award whereby a financial hardship was experienced as a result of an increase in materials, labor, or fees while working on up to three (3) County projects or contracts. Applicants will be reimbursed fifty percent (50%) of the financial hardship experienced. For example, if an applicant worked on three (3) projects and experienced an increase in materials and labor resulting in a total hardship loss of $500,000, then the applicant would be eligible to receive up to $250,000 in grant assistance; supporting documentation must be provided identifying the loss for each project.

Who's Eligible

- All certified SBE firms that has provided products or services as prime or sub-contractor and/or sub-consultant on a Miami-Dade County contract between March 1, 2020 – December 31, 2022

Who's Ineligible (1 or more)

- Non-SBE firms
- Have not provided products or services on a Miami-Dade County contract

Criteria

- Registered vendor with Miami-Dade County
- Certified SBE firm between March 1, 2020 – December 31, 2022
- Annual revenue does not exceed $10 million
- Hardship must have occurred between March 1, 2020 – December 31, 2022

Required Eligibility Documents

- Most current tax return (2022 or 2021)
- State of Florida license
- Current Miami-Dade County Local Business Tax Receipt (LBT)
- Grant agreement form for SBRG
- W9
- Certificate of Corporate Status from the State of Florida Division of Corporations

Funding Parameters

- The $5M SBRG program can be used to cover incidents of financial hardship when providing products or services for Miami-Dade County. Grants can be used for incidents that occurred from March 1, 2020 – December 31, 2022.

Applicants of the SBRG program can receive assistance for up to three (3) projects and 50% reimbursement of the total hardship loss for each project. Owners of multiple businesses can only apply with one (1) business. If owner has multiple businesses with one or multiple owners, only one business can apply. Individuals submitting more than one application will be automatically disqualified.

Financial Hardship Parameters

- Cost overruns of materials and or labor after receiving a Miami-Dade County award; must be tied a specific Miami-Dade County project to include proof of purchase via a receipt, paid invoice, or cancelled check.

- Cover the loss of revenue due to County fees or additional expenses; must be tied a specific Miami-Dade County project to include proof of purchase via a receipt, paid invoice, or cancelled check.

Financial Supporting Documentation

Grant amount being requested must be accompanied with supporting documentation. Examples consist of:

- A $25,000 dollar invoice was submitted to the County to cover the cost of materials, however only $15,000 was paid due to what was agreed upon in the contract. The remaining $10,000 was not paid due to the cost increase of materials. Supporting documentation would need to be provided showing the $25,000 invoice and $15,000 payment received from the County to support the grant amount requested.
- County Contracts with living wage or responsible wages have seen an increase. Due to the timing of these increases, it may have resulted in having to pay more in labor cost. Payroll documentation would need to be provided showing the cost of how much was paid prior to the increase and after the increase to support the grant amount requested.
- Invoice submitted that did not account for any County fees.

It is recommended that you fully explain your financial hardship as part of your 2,000 word or less writeup on the Grant Agreement Form.

If additional information is needed, it will be requested from the applicant and may require an affidavit attestation.

Ineligible Assistance:

- Expenses or loss of revenue not related to work on a Miami-Dade County contract.
- Construction contractors or sub-contractors cannot use the SBRG Program to be compensated for alleged additional change order work that the County has rejected or contests.

Grant Application Period

Applications will be reviewed on a first come first serve basis until funds are exhausted.

Payment Procedures: The County agrees to pay the Grantee for the purpose and services described in this Agreement. ***The Grantee shall keep on file all invoices and payment documentation associated with this Agreement for a period of no less than three (3) years from the date Grantee received final award amount pursuant to this Agreement.***

Records, Reports, and Audits:

A. Supporting Documentation. The Grantee shall submit proof of active corporate status by providing, as part of this Agreement, a completed W-9 form and certificate of Corporate Status from the State of Florida Division of Corporations.

B. Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General (OIG), which is empowered to perform random audits on all County contracts throughout the duration of each agreement. The Grantee shall make available to the OIG all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held

by sub-consultants. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Grantee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Grantee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub-consultants assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Grantee or by any third party.

Breach: A breach by Grantee shall have occurred if: the Grantee fails to fulfill in a timely and/or proper manner any and all of its obligations, covenants, agreement and stipulations in this document, including, but not limited to, the misuse of grant funds or attempting to meet obligations under this Agreement through fraud, misrepresentation, or material misstatement. If the Grantee breaches, the County may pursue any or all of its legal remedies. The County Mayor or Mayor's designee is authorized to suspend, terminate and/or seek repayment of grant funds on behalf of the County.

Indemnification: The Grantee shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from this Agreement and/or in connection to Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon.

Compliance with Laws and Civil Rights: Grantee shall be and is bound to comply with all applicable federal, state and local laws, regulations ordinances, resolutions and Miami-Dade County requirements pertaining to this Agreement, including but not limited to maintaining all required business and commercial licenses and insurance, conducting background checks, and complying with Section 119.0701 of the Florida Statutes as may be applicable. The Grantee agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in various areas, including employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, as amended which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 § U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq; and the Domestic Violence Leave Ordinance, codified as § 11A -60 et. seq. of the County Code.