

## GRANT AGREEMENT

The **Town of Westerly ("Town")** and **Business Owner Name(s)** of **Business Name**, a Westerly-based business ("**Grantee**") and together (the "**Parties**", each a "**Party**") are entering into this **Microenterprise Stabilization ("MicroE") Grant Agreement (this "Agreement")** as of **date**, with any capitalized terms not defined herein, having the meaning set forth in the table immediately below.

Grantee	Business Name
Grantee Owner	Owner Name, Co-owner Name
Grant Amount	\$5,000
Grant Number	19/38/36-ME-##
Grantee Tax ID #	##-####-###
Grantee DUNS #	###-###-###
Grantee Address	## Street Address, Westerly, RI

**Purpose:** MicroE Program grant funds are hereby awarded to provide working capital assistance to alleviate the adverse economic impacts of COVID-19 on the above-named Grantee.

**Source of Funds:** Federal Community Development Block Grant (CDBG) funds (CFDA 14.228) provided by the Town of Westerly, via the Rhode Island CDBG Program administered by the State of Rhode Island Office of Housing and Community Development, as allocated by the U.S. Dept. of Housing and Urban Development ("HUD").

**In consideration of the mutual covenants contained herein the Parties hereby agree to the following terms and conditions:**

- A. Use of Grant Funds:** Funds may be only used for working capital to cover business costs, such as rent, staffing, and utilities. MicroE funds may not be used for major equipment purchases, purchase of real property, construction activities, or business expansion.
- B. Community Development Block Grant Program:** The Grantee agrees to comply with the requirements of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The Grantee additionally agrees to comply with regulations promulgated relative to the HCDA and any policies/procedures established by the State regarding this contract/program. This agreement is subject to the regulations of HUD, 24 CFR Part 570, as published for effect and as may be amended from time to time. The Grantee shall expend all funding under this Agreement in compliance with CDBG Agreement #19/38/36 between the Town of Westerly and the State of Rhode Island Office of Housing and Community Development including all contract liabilities and definitions as outlined and included in Exhibits to such, available for viewing at [www.westerlyri.gov/MicroE](http://www.westerlyri.gov/MicroE). Grantee agrees to contact the Town immediately if any action taken by Grantee pursuant to this Agreement violates the CDBG Agreement with the State of Rhode Island.
- C. Books and Records:** Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four (4) years

after completion of the use of this grant. Furthermore, at the request of the Town or OHCD, Grantee shall permit reasonable access to files, records and personnel by duly authorized officials of the Town, State of Rhode Island and/or federal government for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the Town or the State of Rhode Island deem necessary. This grant is covered by all State and federal rules/regulations regarding access to public information, including but not limited to the Freedom of Information Act and RIGL 38-2 "Access to Public Records".

- D. Legal Liability:** The Grantee agrees to hold the Town and the State harmless from any legal liability associated with activities funded under this agreement. The Grantee will indemnify and hold the Town of Westerly, the State of Rhode Island, and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this agreement.
- E. Reporting:** The Grantee is required to complete the MicroE Update Report at the end of each quarter for one year (4 times total) after receipt of the MicroE grant. Update Reports shall be sent to the Principal Planner within the Department of Development Services. The first Update Report shall be submitted to this office no later than due date (based on first full calendar quarter after disbursement).
- F. Media:** The Grantee may be contacted by the Town and/or the State about participating in public program events or being featured in a press release or other media piece. The Grantee has the right to refuse or decline such requests.

**Grantee Responsibilities:**

1. Use MicroE grant funds in accordance with Section A above.
2. Maintain records of expenditures in accordance with Section C above.
3. Submit quarterly Update Reports to the Town of Westerly in accordance with Section E above.
4. Report CDBG MicroE Assistance received on 2020 tax returns, in accordance with IRS and R.I. Division of Taxation rules and regulations.
5. Report CDBG MicroE Assistance amount received to any other funders (federal, state, local, and private) providing COVID-19 assistance, as required.

**Town of Westerly Responsibilities:**

1. Provide MicroE grant funds in the amount specified above.
2. Maintain Grantee records in secure location(s).
3. Limit disclosures of Grantee's personally identifiable information (PII) in accordance with the terms of the MicroE Consent and Release Form, the Rhode Island Access to Public Records Act (R.I. Gen. Laws §38-2-1 et seq.) and the U.S. Freedom of Information Act (FOIA).
4. Collect quarterly Update Reports from the Grantee, in accordance with Section E above.

**All MicroE application materials, including certifications and attachments, submitted by the Grantee and/or its representatives are incorporated into this agreement by reference.**

**By executing this agreement, the Grantee further certifies that:**

1. As of the date of this agreement, the Grantee has five or fewer employees, including the owner(s).
2. All potential perceived and actual conflicts of interest have been disclosed, including any that were identified after the application was submitted.

3. Any material changes to Grantee or Grantee Owner(s) that may impact eligibility for MicroE assistance have been fully disclosed in writing to the Town of Westerly.

AGREED BY

\_\_\_\_\_  
Owner Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

\_\_\_\_\_  
Town Official: \_\_\_\_\_

Town of Westerly

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