

CITY OF BEAUMONT

Business Assistance Program

Small Business Assistance Grant Agreement

This Business Assistance Program Small Business Assistance Grant Agreement ("Agreement") is between the City of Beaumont, a political subdivision of the State of California ("City"), and _____, a business licensed to operate within the City of Beaumont ("Business").

1. Overview:

- a. Purpose – The City of Beaumont Business Assistance Program ("Grant Program") provides financial assistance to City-based small businesses impacted by the COVID-19 pandemic.
- b. Program Funding – The Beaumont City Council has agreed to appropriate from the City's General Fund an amount not to exceed \$142,009 which is to be utilized to provide financial assistance to certain, qualified small businesses within the City.
- c. Grant Amount – Pursuant to this Agreement, the City will disburse \$3,000 to the Business ("Grant").
- d. Grant Use – Grant awards must be applied toward direct expenses of the Business related to payroll and payroll related expenses, equipment purchases/repairs, supply purchases, rent/mortgage payments, or loan payments.
- e. Grant Disbursement – The City will disburse the Grant to the Business within ten (10) business days after all the following have been completed:
 - i. Grant application has received final approval,
 - ii. All parties have signed this Agreement, and
 - iii. All required information has been provided to the City.
- f. Grant Term – This Agreement will take effect on the execution date and terminate on February 1, 2021 ("Grant Term").
- g. Final Report –
 - i. By January 31, 2021 ("Reporting Deadline"), the Business must provide the City with a Final Report on the operational status of the Business, the number of current employees as of the date of the report, and an accounting of the use of the Grant as of December 31, 2020. The Business must submit a hard copy of the report on a form provided by the City with wet signatures.
 - ii. As an attachment to the Final Report, the Business must provide documentation of its reported Grant use, such as expense receipts and

- b. Entire Agreement; Amendments – This Agreement constitutes the entire agreement among the parties as to the Grant and may not be amended or modified, except in writing signed by each of the parties. Business may not assign or transfer its rights and interests in this Agreement to any other person, business, or entity.
- c. No Third-Party Beneficiaries – This Agreement is not intended to create any rights or benefits for a person or entity who is not a party, whether as a third-party beneficiary or otherwise.
- d. Governing Laws; Venue – This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- e. Severability – If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the other provisions will remain in force to the extent practicable and taking into consideration the purposes of this Agreement.
- f. Interpretation – The terms of this Agreement shall be construed in accordance with the meaning of the language used and not for or against any party by reason of authorship or any other rule of construction that might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
- g. Determinations; Disbursements –
 - i. Any determination by the City Manager, or his/her designee, of fulfillment or non-fulfillment of the terms of this Agreement by Business shall be binding on City. City may request such determinations by the City Manager as necessary.
 - ii. City shall have no responsibility to disburse any funds beyond the amount that the City Council has itself allocated for the purpose of the Grant Program.
- h. Non-Liability of Officials, Employees, and Agents – No member, official, employee, or agent of the City or of the Business shall be personally liable to the Business in the event of any default or breach by the City Council or by the City or for any amount that may become due to the Business or its successors or assigns under the terms of this Agreement.

- i. Attorney's Fees – Each party shall pay its own attorney's fees.
- j. Business Day Convention – If the date of any required action falls upon a weekend day or a holiday when the City is not open for business, the required action may be deferred to the next business day.
- k. Force Majeure – No party will be held responsible for failing to perform its responsibilities under this Agreement if the failure results from any act of nature or other cause that is beyond the reasonable control of the party and that makes performance impossible or illegal.
- l. Confidentiality – Unless otherwise required by acceptable law or regulation, the City will use best efforts to keep all reports and other information submitted by the Business as confidential and will not make such information available publicly, except that the City (i) will include a list of all businesses that received Grants and the individual grant amounts, (ii) may report to the City Council the Business's reported information concerning the operational status of the Business and aggregate job data on jobs, tax and revenue data of all businesses that received Grants. Business shall identify any such records by clearly labeling each document with the asserted privilege, such as confidential or trade secret, to notify City when an such privileges are to be asserted by the Business.
- m. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. A facsimile, pdf copy or other electronic signature (i.e. DocuSign) of this Agreement, when signed in compliance with this Section, is an enforceable, original Agreement for all purposes.
- n. Dispute Resolution – In the event that an issue regarding or arising under this Agreement cannot be resolved by the parties, the issue will be brought to the City Council for final decision.
- o. Non-Discrimination – The Business will not discriminate against any individual with regard to employment or participation or in any other manner for reasons of race, color, religion, gender or gender identification, sexual identity, pregnancy, childbirth or related medical conditions, national origin, marital status, disability, or any other characteristic that is protected by local, state, or federal law.
- p. Administration – The City Council, by a vote of the majority of its duly elected membership, is the only authorized City representatives who may at any time, by written order, alter this Agreement. The City manager, or his/her designee, shall administer this Agreement on behalf of the City.

DISCLAIMER: THIS DOES NOT CREATE A BINDING CONTRACT UNTIL THE BUSINESS HAS BEEN APPROVED AND SELECTED FOR THE GRANT FUNDING. THIS IS ONLY A CONDITIONAL ACCEPTANCE OF A GRANT APPLICATION. GRANT AWARD IS CONTINGENT UPON VERIFICATION OF ALL INFORMATION THAT HAS BEEN PROVIDED BY THE APPLICANT, APPROVAL AND SELECTION OF THE APPLICATION BY THE CITY, AND CONFIRMATION TO THE APPLICANT THAT THE APPLICATION HAS BEEN SELECTED FOR GRANT FUNDING.

Business:

By: _____

Date: _____

City of Beaumont, California:

By: _____

Date: _____

Rey Santos, Mayor