

**Business Assistance Program (BAP)**  
**Program Outline – Reviewed by City Council on 7/30/2020**

Qualified Businesses:

- Physical Location within the City of Beaumont
  - Store Front
  - Office Space
  - Commercial Building
  - Excludes Home-Based Businesses
- Excludes Non-Profit or Religious-Based Organizations
- Current, Valid Business License Required
- Business Must in Good Standing with the City of Beaumont
  - No Active Code Enforcement Actions
  - No Violations of any Applicable Law, Ordinance, etc.
- Maximum of 15 Full-Time Employee Equivalents
  - Verifiable Payroll Records Required Upon Request of Ad Hoc Committee
- Business Must Pledge to Participate in the Beaumont Shop Safe Program
- Businesses Must Demonstrate COVID-19 Related Losses from March 1, 2020 to Present
- Businesses Not Disqualified if Other Financial Assistance has been Received
  - Priority Given to Businesses That Have Not Already Received Financial Assistance through Another County, State or Federal Program
  - Once Funds Have Been Allocated to All Businesses Who Have Not Received Other Assistance, Grants to be Considered for Remaining Qualified Applicants

Grant Funding:

- Allocations of \$3,000 Made to Each Qualifying Business
  - Automatic Award of Funds if Adequate Funds are Available
  - Drawing for Funds Should Requests Exceed Available Funds
- Grant Funds to be Applied Toward Direct Business-Related Expenses
  - Payroll and Payroll Related Costs
  - Equipment Purchases/Repairs
  - Supply Purchases
  - Rent/Mortgage Payments
  - Loan Payments
- Mandatory Financial Report due to City by January 31, 2021
  - Verify Use of Funds
- First Call for Grant Applications
  - September 1 through September 15, 2020
  - Grant Awards by October 1, 2020
  - Supplemental Call for Grant Applications Should Funds Remain After First Call
- Grants Awarded on Basis of Qualification (Non-Competitive Grant)
  - Drawing Conducted Should Applications Exceed Available Resources
    - Random Process
    - Conducted via YouTube
- Grant Recipients to Maintain Financial Records for A Minimum of 5 Years
  - Must be Produced at Request of the City of Beaumont

**City of Beaumont  
Business Assistance Program  
Small Business Assistance Grant**

**Introduction**

Beginning in March 2020, the City of Beaumont began to feel the significant economic impacts and hardships caused by the COVID-19 pandemic. Many businesses were forced to close their doors due primarily to State and County health orders. Even though these orders have been abated to some degree over the past couple of months, many businesses remain closed or remain subject to severe restrictions on operations which continue to exacerbate economic hardships and threaten business viability.

Small, locally owned retail storefronts and commercial businesses comprise a critical segment of Beaumont's local economy. They are also the most vulnerable business sectors to the economic impacts of the COVID-19 pandemic. The Beaumont City Council has created a Small Business Assistance Grant program to aid certain small, locally owned business who have experienced negative economic impacts since March 1, 2020, and has made \$142,000 available for disbursement through the program.

This grant program is targeted toward businesses of 15 or fewer employees who are in good standing with the City of Beaumont can demonstrate financial losses since March 1, 2020. Qualified businesses may be eligible to receive a one-time grant in the amount of \$3,000 to applied toward certain direct, business related expenses.

Home based business as well as non-profit or religious organizations are ineligible.

**Who Qualifies?**

Businesses must meet specific criteria including those listed below to be eligible for consideration:

1. Must have a physical location with the City of Beaumont.
  - a. Store Front,
  - b. Office Space, or
  - c. Commercial Structure.
2. Must be in good standing with the City of Beaumont.
  - a. Current, Valid Business License;
  - b. No Outstanding Code Enforcement Actions;
  - c. No Violations of Any Applicable Law, Ordinance, Etc.; or
  - d. Not Engaged in Any Unlawful Activities, Adult Entertainment, or Cannabis Industry.
3. Must Have a Maximum of 15 Full-Time Employees as of March 1, 2020.
  - a. Verifiable Payroll Records Required.
4. Must Pledge to Participate in the Beaumont Shop Safe Program.
5. Must be Willing to Enter into a Grant Acceptance Agreement with the City of Beaumont.
6. Must be Able to Demonstrate COVID-19 Related Losses Since March 1, 2020.

**What Kind of Assistance is Provided?**

Successful grant recipients will receive \$3,000 of financial assistance. Use of these funds is restricted to the following direct business-related needs:

1. Payroll and Payroll Related Expenses,
2. Equipment Purchases/Repairs,

3. Supply Purchases,
4. Rent/Mortgage Payments, or
5. Loan Payments.

Use of funds for any other purpose(s) are prohibited.

### **When Will Grants be Awarded?**

Grant applications will be accepted from September 1, 2020, through the close of business on September 15, 2020. Grant funds will be disbursed to the successful applicants by October 1, 2020.

### **How Will Grants be Awarded?**

This is a non-competitive grant with awards being made based on qualifications. A random drawing will be conducted should the number of qualified applicants exceed the funding available. Should a drawing be required it will be conducted on a random basis via YouTube.

### **Is A Business Disqualified If It Has Received County, State or Federal Financial Assistance?**

Businesses who have already received financial assistance from any other County, State or Federal program (i.e. PPP, Riverside County Small Business Grant, CARES Act) are not disqualified. However, preference will be given to those business who have not received financial assistance through one of these programs.

### **What Else Do I Need to Know?**

Grant recipients will be required to maintain financial records for a minimum of 5 years. These records must be produced at the request of the City of Beaumont.

Additional criteria and requirements may be found in the Grant Application and the Small Business Grant Agreement document.

### **What Must be Submitted?**

The following items must be submitted for an application to be considered complete and eligible for consideration:

1. Completed Grant Application with Signature(s),
2. All Documents/Evidence to Support Information Provided by the Applicant on the Grant Application,
3. Executed Copy of the Grant Agreement,
4. Copy of a 12/31/2019 Profit and Loss Statement OR the First Page of a 2018 or 2019 business tax return, and
5. Completed W-9 IRS Request for Taxpayer Identification Number and Certification Form.

### **Who May I Contact?**

For more information contact Mr. Kyle Warsinski, Economic Development Manager, at [www.kwarsinski@beaumontca.gov](mailto:www.kwarsinski@beaumontca.gov) or call 951-769-8527.

**City of Beaumont  
Business Assistance Program  
COVID-19 Small Business Assistance Grant Application**

**Date Application Submitted:**

**Business Name**

**Business Sector**

**Physical Business Address**

**Business Number**

**Business E-Mail**

**Business Ownership  
Name of Owner**

**Address of Owner**

**Owner Number**

**Owner E-Mail**

**Questions**

**Please reply to each question below. By providing an affirmative response to any of these questions you signify that you can verify the corresponding information for the City of Beaumont Business Assistance Program.**

- 1 What is the current status of your business?
- 2 What date was the business established?
- 3 What date did the business establish a physical location within the Beaumont corporate limits?
- 4 Does the business have a valid Business License issued by the City of Beaumont?
- 5 Is the business in good standing with the City of Beaumont? (No outstanding code violations, compliance orders, etc.)
- 6 Did the business have fewer than 15 full time employees as of March 1, 2020?
- 7 How many full time employees did the business have as of the date of this application?
- 8 Has the business received assistance from any other County, State or Federal Program?
- 9 Can verification be provided that demonstrates that the business was negatively impacted by COVID-19?
- 10 Is the business home-based?
- 11 Is the business engaged in any illegal activities, the adult entertainment, gambling, or cannabis industries?
- 12 What are the sources of revenues for the business?
- 13 Is a 12/31/2019 Internal Profit and Loss Statement OR THE FIRST PAGE OF A 2018 OR 2019 business tax return available? This information will be required with the submission of this application.

14 Is the business willing to participate in the City of Beaumont Safe Business Pledge program?

15 Is the business willing to complete a Grant Agreement with the City of Beaumont obligating the use of the grant funds for the intended purpose? (An executed copy of the agreement is required with this application.)

**BUSINESS OWNER: I declare that I am the owner of the business applying for this grant. I have read the foregoing City of Beaumont Business Assistance Program Small Business Assistance Grant Application and understand the questions and requirements. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I acknowledge that the completion of this application does not in any way indicate eligibility or approval. I acknowledge that, due to the limited funds available for the program, some qualifying applications including this one may not be funded.**

**Name:**

**Title:**

**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 payroll filings for the period cover the Effective Date through December 31, 2020.
- h. Repayment of Grant Funds –
  - i. Should Business fail to use the Grant as required by Section 1d., then Business must repay \$3,000 to the City by the end of the business day of February 28, 2021.
  - ii. Should the Business cease operations prior to the end of the Grant Term, Business must notify the City immediately and must complete the Final Report

and repay any unused portion of the Grant to the City within thirty (30) calendar days of the business closure.

iii. Should ownership of Business be sold or transferred prior to the end of the Grant Term, Business must notify City immediately and must complete the Final Report and repay any unused portion of the Grant to the City within ten (10) calendar days of the business transfer of ownership.

i. Retention of Financial Records – All financial records related to the receipt and the use of Grant funds must be retained by the Business for a period of not less than five (5) years from the termination of the Grant Term and must make said records available to the City of Beaumont immediately upon written request of the City Manager or his/her designee.

2. General Provisions:

a. Notices, Demands and Communications Between the Parties – Formal notices, demands, and communications between the parties shall be given by (i) personal service; (ii) reputable document delivery service, such as Federal Express, with a receipt showing date and time of delivery; or (iii) certified or first-class United States mail, postage prepaid, with a receipt showing date and time of delivery to:

To the City:                      City Manager  
    City of Beaumont  
    550 East Sixth Street  
    Beaumont, CA 92223

To the Business:                \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

Attn.: \_\_\_\_\_  
Email: \_\_\_\_\_

Written notices, demands, and communications shall be sent in the same manner to other addresses that any party designates in writing.

- 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: \_\_\_\_\_

Rey Santos, Mayor

Date: \_\_\_\_\_