

**PARTNERSHIP AGREEMENT
BETWEEN
GREENE COUNTY, OHIO AND THE Sugarcreek Twp Bd of Ttees
FOR THE ADMINISTRATION OF THE
CARES GRANT for GREENE COUNTY SMALL BUSINESSES**

This PARTNERSHIP AGREEMENT is made and entered into by the Sugarcreek Twp Bd of Ttees, OHIO, as approved by the Resolution no. 2020.08.03.04 by administrative motion on August 3 2020, (hereinafter "the Jurisdiction"); and Greene County, Ohio, as approved by the Board of County Commissioners by Resolution No. 20-7-2-9, passed on July 2, 2020, (hereinafter called "the County").

RECITALS

- A. Pursuant to the provisions of the Section 5001 of the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and House Bill 481 (H.B. 481) of the 133rd General Assembly of the State of Ohio; the County has been authorized to make grants to political subdivisions within Greene County for the purpose of reimbursing the Jurisdiction for costs incurred, because of, and directly relating to the ongoing Pandemic as declared by the Federal Government.
- B. Additionally, another purposes of these grant funds is to reimburse small businesses, with less than 50 employees, hereinafter called the CARES Grant for Greene County Small Businesses, (Grant) up to \$10,000 for costs directly relating to the closure of such business as ordered by the State of Ohio (State); and for costs directly related to the reopening of said business in a safe manner as directed by the State.
- C. The County has administered grant funds for the Jurisdiction in the past, and the County and Jurisdiction desire for the County to administer these Grant funds.
- D. The County, through the Greene County Department of Development, has agreed to provide services for the Grant from August 1, 2020, through October 31, 2020, or until the Grant officially ends.
- E. The intent of the parties is to set forth their understanding concerning the County's Scope of Work for the Jurisdiction in administering the Grant and Grant funds through this Agreement.

WITNESS, that for and in consideration of the mutual promises, covenants and obligations contained herein, the parties do hereby agree as follows:

- 1. County's Scope of Work: The County will act as the administrator of the Grant on behalf of the Jurisdiction by assuming the following responsibilities:
 - a. Provide support to the Jurisdiction for all issues regarding the Grant, and acting on behalf of the Jurisdiction in carrying out Grant requirements within the regulations for the Grant.
 - b. Manage the process and activity of procuring qualified small business applicants for the Grant.
 - c. Manage and maintain a tracking system of individual small business applicants on behalf of the Jurisdiction to ensure proper expenditure of funds and fund-accounting.
 - d. Ensure and facilitate Grant Grants to small businesses as allowed in Amended Substitute Senate Bill 310 (H.B. 481) on behalf of the Jurisdiction.
 - e. Manage the application process by handling the application approval process and insuring proper expenditures under the Grant's regulations.
 - f. Oversee the Grant Agreements and payments under the Grant on behalf of the Jurisdiction.
 - g. Manage the Grant by executing agreements or causing agreements to be executed and obtaining paperwork for any reimbursed expenses within the Grant requirements.

- h. Complete periodic and final Grant reports as required by the State or Federal entities for the duration of the Grant, and prepare any required Grant report documents on behalf of the Jurisdiction.
 - i. Monitor Grant activity, including all required applications, agreements, and other required documentation prior to, during, and upon completion of the Grant.
 - j. Work on behalf of the Jurisdiction to perform all steps of the Grant grants in a timely manner, meeting state/federal deadlines associated with the Grant.
 - k. Serve as liaison with state and local government, and any other necessary partners for the Grant.
 - l. Preparation and review of all Grant documents for grant funding, including responsibility for overseeing the compilation of all forms required to administer the Grant.
 - m. Provide organized copies of all Grant files to the Jurisdiction in a manner and format that meet Grant regulations.
 - n. Provide support to the Jurisdiction for all issues regarding the Grant, and acting on behalf of the Jurisdiction in carrying out Grant requirements within the regulations for the Grant.
 - o. Manage all Grant income committed by the Jurisdiction, which will be separately accounted for and managed by the County.
 - p. Jurisdiction's contribution will be spent only within Jurisdiction limits.
 - q. Jurisdiction's contribution will be expended prior to the County contribution.
2. Jurisdiction's Obligations: The Jurisdiction shall act as a supporting partner to the County in the pursuit and implementation of the Grant through the assumption of the following tasks:
- a. The Jurisdiction shall adopt the County's policies and procedures as far as it relates to the Grant.
 - b. Jurisdiction Staff Personnel – The Jurisdiction's staff will immediately forward to the Greene County Department of Development any applications for the Grant received by the Jurisdiction.
 - c. The Jurisdiction understands the Grant rules and regulations and agrees it will not make small business grants to any businesses independently.
3. Grant Income:
- a. The County shall commit Five Hundred Thousand Dollars (\$500,000) of its Grant income toward the CARES Grant for Greene County Small Businesses, for reimbursement of allowable expenses to small businesses, and will be responsible for subsequent reporting of this Grant
 - b. The Jurisdiction shall commit \$5,580 of its CARES Act Grant funds toward the Grant.
4. Compliance: Both parties hereby affirm that they are compliant with Section 5001 of the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and House Bill 481 (H.B. 481) of the 133rd General Assembly of the State of Ohio.
5. Term: This Agreement applies to the Grant award of funds from the CARES Act and H. B. 481 allocations. This Agreement will remain in effect until the Grant funds are expended and the Grant-funded activities are completed. Neither party can terminate or withdraw from this Agreement while it remains in effect.
6. Miscellaneous:
- a. Neither the Jurisdiction nor the County shall assign, sublet, or transfer their interest in this Agreement without the express written consent of the other party.
 - b. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral.
 - c. This Agreement may only be modified or amended by a written agreement between the parties, as evidenced by an addendum to this Agreement.
 - d. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is

held to be invalid, that provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.

- e. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any costs, judgments and attorney fees arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

[Signature Page Follows]

IN WITNESS WHEREOF, the representatives of the parties hereto have set their hands on the dates given.

Sugarcreek Twp Bd of Ttees

By: Nadine S. O'Connell

August 3, 2020
Date

Witness [Signature]

Witness Sara Contreras

Witness Name Brammy Tippin

Witness Name SARA CONTRERAS

GREENE COUNTY

By: _____
Bob Glaser, President
Board of County Commissioners

Date

Witness

Witness

Witness Name

Witness Name

Approved as to Form:

Elizabeth Ellis, Civil Division Director
Greene County Prosecuting Attorney's Office