

**ACT 24/CARES ACT CORONAVIRUS RELIEF FUND NON-GOVERNMENTAL
RECIPIENT AGREEMENT**

THIS AGREEMENT made this 8th day of October 2020, by and between the **COUNTY OF BEAVER**, a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as “the County,”

AND

The [Name of Recipient], having its headquarters and principal business office at [insert address], hereinafter referred to as “Recipient.”

The County and the Recipient separately shall be referred to as a “Party” and collectively shall be referred to as the “Parties.”

RECITALS:

WHEREAS, Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which became law on March 27, 2020, establishes a Coronavirus Relief Fund; and

WHEREAS, the CARES Act requires that Coronavirus Relief Fund money be used for expenditures that (1) were necessary expenditures incurred due to the COVID-19 public health emergency; (2) were not accounted for in the budget most recently approved as March 27, 2020; and (3) were incurred, on a cash basis, during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the County received Coronavirus Relief Fund money from the Commonwealth of Pennsylvania under Pennsylvania Act 24 of 2020, (“Act 24”) which funding was distributed to the Commonwealth by the United States Department of the Treasury (“U.S. Treasury”); and

WHEREAS, the County is distributing Coronavirus Relief Fund money to eligible entities for permissible expenditures; and

WHEREAS, the Coronavirus Relief Fund money spent on impermissible purposes or that is not spent by December 30, 2020 is subject to repayment to the U.S. Treasury; and

WHEREAS, the Act 24 and the CARES Act impose a December 30, 2020 deadline on the expenditure of Coronavirus Relief Fund money distributed by the County; and

WHEREAS, Recipient has submitted an application (“Application”) to receive an Act 24/Coronavirus Relief Fund business interruption grant from the County; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is mutually acknowledged, and intending to be bound, the Parties agree as follows:

1. RECITALS

The Recitals are incorporated herein by reference, as if fully set forth in the body of this Agreement.

2. PURPOSE

The purpose of this Agreement is to provide for the distribution of Coronavirus Relief Fund money under Act 24 to Recipient in the form of a business interruption grant for uses identified in Recipient's Application and permitted by the County; Act 24, as may be amended; the CARES Act, as may be amended; and related guidance from the U.S. Treasury and the Commonwealth of Pennsylvania, as may be amended.

3. CONDITIONS

Recipient will receive Coronavirus Relief Fund money from the County in the amount of **[\$insert amount]**. As a condition of receiving Coronavirus Relief Fund money from the County, Recipient agrees that Coronavirus Relief Fund money it receives will be spent in accordance with the purposes set forth in this Agreement and its Application and in compliance with the CARES Act and related guidance issued by the United States government and the Commonwealth of Pennsylvania, including applicable future amendments to statutory provisions or related federal or state guidance, and in accordance with the limitations outlined in this Agreement.

4. ELIGIBILITY

Recipient may establish eligibility for a business interruption grant based on documented lost income between March 1, 2020 and December 30, 2020, provided that Recipient meets the requirements set forth in this Agreement.

5. ADDITIONAL PROHIBITED CATEGORIES OF EXPENDITURES

Recipient acknowledges that Coronavirus Relief Fund money distributed by the County may only be used for the purposes identified in the immediate preceding section. Recipient acknowledges that federal CARES Act guidance issued by the U.S. Treasury prohibits the use of Coronavirus Relief Fund money to reimburse portions of the business interruption that are also being reimbursed by another federal or other funding source.

6. REPAYMENT

Any Coronavirus Relief Fund money that the U.S. Treasury determines must be repaid to the Commonwealth or the U.S. Treasury by Beaver County because Recipient did not act in compliance with the CARES Act, as amended, and related federal guidance, as amended, must be repaid to the County by Recipient.

7. RETENTION OF RECORDS

Recipient is obligated to retain records relating to the use of Coronavirus Relief Fund money, including, but not limited to, invoices, contracts, receipts, purchase orders, correspondence, records demonstrating that funds were spend for purposes permitted by the CARES Act and related federal guidance, and other records documenting Coronavirus Relief Fund expenditures. Such records shall be made available to representatives of Beaver County upon request and in the format requested by the County. Such records must be retained at least five (5) years or any longer period that is required by law.

8. AUTHORIZATION, MONITORING AND REPORTING

Recipient will take all steps required to authorize the filing of the Application and authorize the individual who signs this Agreement to execute this Agreement on behalf of Recipient, to act as its representative with respect to the Application, and to provide such additional information as may be required.

Recipient acknowledges that the County shall monitor the expenditure of funds distributed under this agreement. Recipient agrees to take all steps necessary to permit the County or Commonwealth of Pennsylvania to monitor such expenditures.

Recipient shall submit reports to the County regarding the expenditure of funds showing which categories of expenditures that funds have been allocated to reimburse. If requested to do so, Recipient agrees to provide additional information that may be required by the County, the Commonwealth of Pennsylvania or the United States Treasury.

9. NONWAIVER

A. A failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each such Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

B. Additionally, a failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

10. TERMINATION; CUMULATIVE REMEDIES

A. This Agreement may be terminated for any reason by the County upon thirty (30) days written notice to Recipient.

B. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the County or the Recipient, for the other Party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

11. TERM

This Agreement shall enter into effect as of October 8, 2020, and unless sooner terminated pursuant to Paragraph 10 hereof, shall expire when the County, in its discretion, determines that the expenditure of Coronavirus Relief Fund money and Recipient's obligations under this Agreement, including those relating to review of expenditures, if any, by the Commonwealth of Pennsylvania and the U.S. Treasury have been completed.

12. NOTICES

A. All notices, reports, or documents required to be given or made pursuant to this Agreement shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this Agreement shall be sent to the respective Parties as follows:

1. As to the County:

[Insert Name and Address of County Representative]

With copy to:

[Insert Name and Address of Additional County Representative]

or to such other person or address as the County may from time to time designate in writing.

2. As to the Recipient:

[Insert name and address of authorized representative of Recipient]

or to such other person or address as the Recipient may from time to time designate in writing.

13. NO PERSONAL LIABILITY

No elected official, officer, appointee, agent or employee of the County shall be charged personally or held contractually liable by or to the Recipient under any term or provision of this Agreement or because of any breach hereof or because of its or their execution, approval, or attempted execution of this Agreement.

14. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

15. SEVERABILITY

The Parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

16. MERGER; MODIFICATION OR AMENDMENT

A. The Parties intend this writing as the final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all other prior agreements and understandings both written and oral between the Parties with respect to the subject matter thereof.

B. This Agreement may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the Parties.

C. The Recipient agrees that no representations or warranties shall be binding upon County unless expressed in writing herein or in a duly executed amendment or change order hereof.

17. APPLICABLE LAW; VENUE

A. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The Parties agree that the state courts sitting in [insert location of appropriate state court] and federal courts sitting in [insert location of appropriate federal court], Pennsylvania shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

18. ABSENCE OF RIGHTS IN THIRD PARTIES

No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the County and the Recipient, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

19. COMPLIANCE WITH APPLICABLE LAWS

Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, guidance, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (“Applicable Laws”) that relate to its obligations under this Agreement. Recipient agrees to comply with all Applicable Laws, including but not limited to applicable labor laws, applicable employment laws, applicable non-discrimination laws, applicable provisions of the Hatch Act, and other Applicable Laws. Recipient shall not discriminate on the basis of race, religion, age, gender, national origin, disability, or any other unlawful basis with respect to its use of Coronavirus Relief Fund money received from the County.

20. BINDING EFFECT

This Agreement will be binding upon and shall inure to the benefit of the County and the Recipient and their respective authorized successors and assigns, if any.

21. AUTHORIZATION

A. Recipient represents and warrants that its signatory has been duly authorized to execute this Agreement on its behalf.

B. This Agreement is entered into by the County pursuant to [insert reference to resolution or other authority authorizing County action].

INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto set their hands and seals the day and year first above written.

WITNESS

[NAME OF ENTITY]

By: _____
Title: **[Insert title of Recipient representative]**

COUNTY OF BEAVER

By: **[County Representative]**
[Title]

APPROVED AS TO FORM:

County Solicitor
