

Mayor
Victor C. Snover

Mayor Pro-Tem
Rosalyn A. Fry



Commissioners
Austin R. Randall
Michael A. Padilla Sr.
Mark E. Lewis

A desirable place to live, work and play; rich in history and small town values!

FINAL DOCUMENT UNDER CITY ATTORNEY REVIEW

(Date)

Vendor
Address
Address

BUSINESS CONTINUITY GRANT AGREEMENT

AWARD NO _____

BUSINESS LOCATION ADDRESS _____

Dear _____

The City of Aztec (City) is pleased to award _____ (Business) a Business Continuity Grant in the amount of _____. This funding is provided through a grant administered by the State of New Mexico.

This award is specific to the following:

- a. Proceeds from the grant must be spent on eligible **Business continuity** and/or **Business redesign expenses**. Business continuity grant funding may be spent on non-owner employee payroll, rent, scheduled mortgage payments, insurance, utilities, marketing and other fixed expenses related to the operation of the business. Business redesign grant funding may be spent on things like reconfiguring physical spaces to meet COVID guidelines, installing plexiglass barriers, purchasing web-conferencing or other technology to facilitate work-at-home, or PPE for employees.
- b. This is a reimbursement grant. Funds will be disbursed to the business for costs incurred between March 2020 and December 30, 2020. Business is required to provide payment documentation in addition to itemized documentation of costs incurred.
- c. Business shall submit reimbursements monthly. If the business has not expended 75% (seventy five percent), the City reserves the right to terminate the agreement. This action will allow unexpended funds to be awarded to other applicants.
- d. Expenses that have been or will be reimbursed under any other federal program are not eligible for reimbursement through the proceeds of this grant.
- e. This business continues operations at the location identified in the application and will take all practical steps to remain viable, solvent and in operation. If the business has terminated

operations within the municipal boundaries of the City of Aztec, the owner will advise the City and understands the amounts awarded may be forfeited.

Authorized Representative(s):

All notices will be sent to Owner, CEO, President identified in the grant application:

Owner, CEO, President _____

Email: _____ Phone: _____

Authorized representative to sign and submit Request Reimbursements:

Name _____ Title _____

Email _____ Phone _____

Method of Payment – Reimbursement

The City shall reimburse the business in accordance with the terms of this agreement. Claims for reimbursement shall be completed on the Request for Reimbursement form (included with this agreement). Each request for reimbursement shall contain proof of payment for valid costs for services or property received for business continuity or redesign. The City reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete.

Costs incurred prior to March 1, 2020 or after December 30, 2020 are not eligible for reimbursement. Any unexpended portion of grant funds shall remain with the State of New Mexico. Eligible costs must be submitted monthly, no later than the last business day of each month. Final reimbursement must be received no later than January 31, 2021.

Funds will be reimbursed to the Business via ACH to the bank indicated on the ACH Authorization form.

Termination for Cause

The City has the option to terminate this Agreement if the Business fails to comply with any provision of this Agreement. A written notice of termination shall be given at least fifteen (15) days prior to the intended date of termination and shall identify all of the Business’s breaches on which the termination is based.

The Business shall be provided a reasonable opportunity to correct the breach. If within seven (7) days after receipt of a written notice of termination, the Business has not corrected the breach, the Business has not begun and proceeded in good faith to correct the breach, the City may declare the Business in default and terminate the Agreement.

Assurances

The Business by signing this agreement, agrees to the following:

- a. The Business has the legal power and authority to do all things necessary to complete the requirements of this Agreement;

- b. The Business is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or Federal department or agency;
- c. The Business understands that funding provided by this agreement is authorized under the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 (CARES Act);
- d. The Business has complied and will continue to comply with all relevant laws, regulations, and executive orders from the State and federal government, including social distancing and mask guidelines as promulgated by the Executive Orders of the New Mexico Governor;
- e. The Business will operate and maintain their facility in accordance with the minimum standards as may be required or prescribed by any applicable, federal, State, and local agencies for the maintenance and operation of such facilities;
- f. The Business will comply with all relevant laws and regulations concern non-discrimination.

Financial Requirements

- a. Records Retention. Business shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- b. Accessibility of Records. Business, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the New Mexico Auditor General, New Mexico Attorney General, any Executive Inspector General, the City's Finance Department, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of New Mexico or by federal statute. Business shall cooperate fully in any such audit or inquiry.
- c. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the City for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- d. Subrecipients/Delegation. Business may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of City.
- e. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Business must permit any agent authorized by the City, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Business involving transactions relating to this Award.
- f. Cooperation with Audits and Inquiries, Confidentiality. The Business is obligated to cooperate with the City and other legal authorities in any audit or inquiry related to the Award. The City or any other governmental authority conducting an audit or inquiry may require the Business to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Business personnel who are necessary to support the Business response to the audit or

inquiry. This confidentiality requirement shall not limit the Business's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Business, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the City or other governmental authority, the Business shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Business with the confidentiality requirement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the City.

BUSINESS:

Signature of Owner, CEO, President Title

Printed Name Date

Business Name

CITY OF AZTEC

Steve Mueller, City Manager Date

Attested by: _____
Karla Sayler, City Clerk

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY

Tyson K. Gobble Date