

**Notice of Meeting of the
Governing Body of the
City of Georgetown, Texas
April 3, 2020**

The Georgetown City Council will meet on April 3, 2020 at 3:00 PM at Teleconference

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Special Meeting will convene at 3:00 p.m. April 3, 2020

Via videoconference

Website: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2M2MGQ4NDctMTVmNC00MjAxLWJiNDgtODhkNjlhMjE3YjEy%40thread.v2/context=%7b%22Tid%22%3a%22a1429869-9c66-47a7-9f6c-115d9a1c90d9%22%2c%22Oid%22%3a%22b71d1d3a-54d4-4932-a8e7-d64ae5b0f32f%22%2c%22IsBroadcastMeeting%22%3a%22true%7d

Or

Call in number:

Conference telephone: (512) 672-8405

Conference ID: 844 287 758#

Public comment will be allowed via the above conference call number above or the “ask a question” function on the video conference option; no in-person input will be allowed.

Legislative Regular Agenda

- A **Forwarded from the Georgetown Economic Development Corporation (GEDCO):**
Consideration and possible action to approve a **COVID-19 Small Business Resource Grant Program** -- Michaela Dollar, Economic Development Director

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2020, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council Special Meeting
April 3, 2020

SUBJECT:

Forwarded from the Georgetown Economic Development Corporation (GEDCO):

Consideration and possible action to approve a **COVID-19 Small Business Resource Grant Program** -- Michaela Dollar, Economic Development Director

ITEM SUMMARY:

Staff requests approval of \$100,000 of unused promotion money from the Type A Georgetown Economic Development Corporation fund to be contributed to the COVID-19 Small Business Resource Grant program. The grant program is administered in partnership with the Georgetown Chamber of Commerce. GEDCO would contract with the Georgetown Chamber of Commerce to administer the grant program, and the Georgetown Chamber would then contract with the business recipients. The funds will be awarded to Georgetown businesses with fewer than 25 FTE employees, with a priority to those that have frequent and close contact with customers. Non-profit organizations are not eligible.

FINANCIAL IMPACT:

\$100,000.00

SUBMITTED BY:

Michaela Dollar

ATTACHMENTS:

Presentation

Application

GEDCO and Chamber Contract

Chamber and Business Contract

COVID-19 Small Business Resource Grant

APRIL 3, 2020

Background

- ▶ Since the end of the great recession, small businesses have created 62% of the net new private sector jobs in the United States, according to the Bureau of Labor Statistics
- ▶ Knowing the impact of small businesses on our local economy, and the immediate impact that the COVID-19 pandemic has on these businesses, the City and Chamber have been working together to launch a Small Business Grant program

Overview

3

- ▶ The Georgetown Chamber of Commerce has designated \$100,000 for a COVID-19 Small Businesses Resource grant program
- ▶ Staff proposes GEDCO contribute an additional \$100,000 to the grant program, and contract with the Chamber to administer the funds
 - ▶ GEDCO approved on March 30, 2020
- ▶ Would create a \$200,000 grant program, with a maximum award of \$5,000 per business

Funding Availability

4

- ▶ The State allows up to 10% of Type A funds to be used for promotion each year, and the unused portion can be granted for business assistance
- ▶ This can include business assistance to non-primary employers in this situation
- ▶ We typically budget for approximately 5% of the Type A funds to be used for promotion, and have enough remaining to cover the \$100,000

Eligible Businesses

5

- ✓ Non-home based businesses
- ✓ Located in Georgetown
- ✓ 25 FTEs (full time equivalent employees) or fewer
- ✓ Services and revenue has been affected by the COVID-19 pandemic
- ✓ Non-profits are not eligible
- ✓ Priority to businesses with frequent and/or close contact with customers

Application Information

6

- ▶ Business Ownership
- ▶ Business Impacts due to COVID-19
- ▶ Personnel Counts (and Reductions)
- ▶ Revenue Estimates (and Reductions)
- ▶ Use of Grant Funds
- ▶ Additional sources being sought (i.e. SBA Loans)

Approval Process

7

- ▶ Applications will be accepted until August 1, 2020 or when funds are used, and will be reviewed and awarded weekly
- ▶ The review committee consists of the Chamber President, Chamber Executive Committee, and the Georgetown Economic Development Director
- ▶ Higher priority will be given for:
 - ▶ Businesses with frequent and close contact with customers
 - ▶ Businesses who check more boxes under “business impacts”
 - ▶ Larger amounts of employee reduction
 - ▶ Larger business revenue loss

Questions?

COVID-19 Small Business Resource Grant

APRIL 3, 2020



COVID-19 Small Business Support and Recovery Grant

Georgetown Chamber of Commerce

1 Chamber Way | Georgetown, TX 78626 | 512-930-3535

www.GeorgetownChamber.org

Please Note: This program is open to all non-home based, small businesses located in the city limits of Georgetown, but the priority is for businesses that have frequent and/or close contact with customers. These types of businesses include: retail (storefront), restaurant/food business, personal care (barber shop, nail salons, etc.), art galleries and performance venues, healthcare and social assistance (childcare, etc.), and small manufacturing businesses.

Privacy Information

Information provided in this application is considered a public record and may be subject to public disclosure through the Texas Public Records Act.

CONTACT INFORMATION

First/Last Name: _____

Name of Business: _____

Business Type: _____

Address of Business: _____

Email Address: _____ **Phone Number:** _____

Are you a Chamber Member? *This is not a requirement to be eligible for funding.*

☐ Yes, I am a Chamber Member

☐ No, I am not a Chamber Member

Business ownership:

☐ My business is a local franchise (I am responsible for all revenues and expenses)

☐ My business is a local independent business

BUSINESS IMPACTS

What are the impacts to your business from COVID-19? Please check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Business closure | <input type="checkbox"/> Inability to respond to home delivery requests |
| <input type="checkbox"/> Reduced hours of operation | <input type="checkbox"/> Interrupted supply/deliveries from vendors |
| <input type="checkbox"/> Employee layoffs/furloughs | <input type="checkbox"/> Inability to serve customers |
| <input type="checkbox"/> Revenue decline | <input type="checkbox"/> Decreased customers |
| <input type="checkbox"/> Increased operating costs (i.e. salaries, insurance, paid leave) | |
| <input type="checkbox"/> Restricted access to capital to address increased costs | |

Briefly describe the above impacts on your business and attach supporting documentation that you have to support your grant request (250 words or less).

PERSONNEL

How many FTE (full time equivalent) employees are employed at the business at this time?

Number of Full Time Employees:

Number of Part Time Employees:

Number of current or anticipated employees between March 1, 2020 – May 15, 2020 due to COVID-19 impacts.

- ☐ At or less than 25 FTE's
- ☐ At or less than 10 FTE's
- ☐ Less than 3 FTE's

BUSINESS REVENUE

Current or anticipated revenue decline from March 1, 2020 – May 15, 2020 related to COVID-19 impacts?

☐ 25% or greater

☐ 5-10%

☐ 10-25%

☐ Less than 5%

Compare your current *estimated* net income for the month ending March 31, 2020 with your actual net income from March 31, 2019. If you were not in operation in 2019, you may use your actuals from February 2020. Please provide relevant information that will help us understand the variance between your figures. Also, please note in the text field what time periods you are comparing to illustrate your decreased net income.

GRANT FUNDS

Select how your business will use the grant funds.

☐ Rent/mortgage payment.
(Must attach proof that landlord/lender has denied assistance.)

☐ Employee support (salaries, insurance, paid leave)

☐ Utilities (i.e. electricity, phone/internet, etc.)

☐ Purchase of COVID-19 supplies for business protection/cleaning

☐ Purchase of supplies to offer alternative business access (i.e. curbside pickup, delivery, website upgrades for online sales, etc.)

☐ Expenses associated with increased material costs from suppliers or alternate suppliers

☐ Expenses associated with marketing the business (if currently open) and/or re-opening the business (if currently closed)

Provide additional information and/or supporting documentation for the intended use of grant funds and how these funds will assist your business in addressing this need (250 word maximum).

Are you currently receiving or expect to receive any local, state, or federal aid or grants or any other subsidies of any kind to assist you with your income loss related to COVID-19 for your business? If so, please specify the type and amount you expect to receive and over what period.

Total Funding Amount Requested (Maximum award is \$5,000):

Acknowledgements/Signature

Please check each statement acknowledging that you have read and affirm the information you have submitted within this application is true and accurate to the best of your knowledge.

- ☐ Business has 25 FTE's or less
- ☐ Business has a physical and publicly accessible location within the city limits of Georgetown in a commercial building or business district.
- ☐ The business has experienced or is projecting to experience a decline in employment and/or revenue as a result of the COVID-19 pandemic.
- ☐ The business is in good standing with the City of Georgetown with respect to taxes, fees, utility payments, or other financial obligations to the City.
- ☐ The business is engaged in activities that are legal under city and state law.
- ☐ The business can meet program technical requirements including ability to provide financial records to support grant request.
- ☐ The business is registered with the Texas Secretary of State's Office.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

AGREEMENT FOR SERVICES

This Agreement (“Agreement”) is made by and between the Georgetown Economic Development Corporation, a Type A sales tax corporation (“GEDCO”) and Georgetown Chamber of Commerce, a Texas non-profit corporation (“Chamber”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, in response to the adverse economic impacts of the COVID-19 pandemic Chamber has, at the request of GEDCO, established a program for non-home based, small businesses in the City of Georgetown, Texas (“City”) to provide funding for businesses affected by COVID-19 (“COVID-19 Small Business Support and Recovery Grant,” or the “Program”) and has set aside One Hundred Thousand Dollars (\$100,000.00) for the Program; and

WHEREAS, Chamber has offered to administer the Program on behalf of GEDCO; and

WHEREAS, GEDCO has agreed to provide matching funds to Chamber for the Program; and

WHEREAS, GEDCO desires to engage the Chamber, as an independent contractor and not as an employee of GEDCO, to provide the services set forth herein to administer and operate the Program; and

WHEREAS, GEDCO finds that the Chamber operating the Program will promote new and expanding business enterprises providing funds for the Program is an authorized expenditure under the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”); and

WHEREAS, Chamber desires to render services for the administration of the Program for GEDCO on the terms and conditions provided in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The term of this Agreement shall begin on the last date of execution hereof and continue until the Expiration Date, unless sooner terminated as provided herein.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Application” shall mean the application for the COVID-19 Small Business Support and Recovery Grant Program attached as **Exhibit “A”**.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence, insolvency, employment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Georgetown, Texas.

“Effective Date” shall mean the last date of execution hereof.

“Eligible Business” shall mean a small non-home based business located in the City that has twenty-five (25) or fewer full time equivalent employees meeting the qualifications for the Program as determined by the Program Committee, and which must satisfy the following criteria.

- 25 full time equivalent (FTE) employees or fewer.
- Experienced or projected to experience a decline in revenue or employment between March 1, 2020 and May 20, 2020 as a result of COVID-19 pandemic impacts.
- In good standing with the City in regard to permits, licensing property and sales tax payments.
- Engaged in activities that are legal under City and state law.
- Meet program technical requirements, including ability to provide financial records to support grant request.
- Registered with the Texas Secretary of State's Office.
- Must be a for-profit business; and not qualify as a charitable organization under Section 501(c) of the Internal Revenue Code of 1896, as amended.

“Expiration Date” shall mean the later of June 1, 2020, and the date Program Funds have been fully expended, unless subsequent Program Funding has been provided, in which case the term of this Agreement will continue on a month-to-month basis subject to the availability of Program Funds.

“GEDCO” shall mean the Georgetown Economic Development Corporation.

“Grant” or “Program Funds” shall mean the matching funding provided by GEDCO to the Chamber to administer the Program in the initial amount of One Hundred Thousand Dollars (\$100,000.00), which funds shall be only used by Chamber to fund the Program Grants. Grant or Program Funds shall include any additional funds provided by GEDCO to the Chamber for the Program subsequent to the initial Program funding provided by GEDCO to Chamber herein.

“Program” shall mean the COVID-19 Small Business Support and Recovery Grant Program which provides grants up to Five Thousand Dollars (\$5,000.00) for businesses that have been significantly impacted by the pandemic available to all non-home-based small businesses in the City with priority given to businesses that have frequent and/or close contact with customers, which includes retail (storefront), restaurant/food business, personal care (barber shop, nail salons, spas, and related type businesses); art galleries, performance venues, healthcare and social assistance (childcare or similar facilities) and small manufacturing businesses.

“Program Agreement” shall mean the form of agreement between the Chamber and an Eligible Business set forth in **Exhibit “B”**.

“Program Committee” shall mean a committee consisting of the Chamber President, the City Economic Development Director, and the Chair of Be the Voice Committee.

“Program Grant” shall mean a COVID-19 Small Business Support and Recovery Grant in an amount not to exceed Five Thousand Dollars (\$5,000.00) provided by Chamber to an Eligible Business pursuant to the Program as approved by the Program Committee.

Article III

Scope of Services; Program

3.1 Program.

- (a) Chamber shall, during the term of this Agreement, administer and operate the Program as set forth herein.
- (b) Chamber shall make the Application available to businesses in the City and on its website.
- (c) Chamber shall provide One Hundred Thousand Dollars (\$100,000.00) for Program Funding (“Chamber Funding”).
- (d) GEDCO shall provide to Chamber One Hundred Thousand Dollars (\$100,000.00) for Program Funding immediately following the Effective Date (“GEDCO Funding”).

- (e) Chamber shall use the Chamber Funding and the GEDCO Funding solely for funding the Program Grants.
- (f) Program Committee shall review the Applications and determine which applicant(s) qualifies as an Eligible Business and the amount of Program Funds to be provided by Chamber to the business, which determination is weighted based on criteria including: (i) higher priority for businesses with frequent and close contact with customers; (ii) higher priority for businesses who check more boxes under “business impacts” in the Application; (iii) higher priority for larger amounts of employee reduction; and (iv) higher priority for larger business revenue loss. Following the Program Committee determination that an applicant is an Eligible Business, the Chamber shall enter into a Program Agreement with the Eligible Business.
- (g) Chamber shall not enter any Program Agreement with any Eligible Business unless there are sufficient Program Funds for the Program Grant set forth therein.

3.2 GEDCO agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by Chamber and the obligation of Chamber to repay the Grant pursuant to Article V hereof to provide the GEDCO Funding to Chamber immediately following the Effective Date.

3.3 Grant Limitations. Under no circumstances shall the obligations of GEDCO hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

3.3 Current Revenue. The GEDCO Funding shall be paid solely from lawfully available funds that have been appropriated by GEDCO for promotional items. GEDCO shall not be required to provide GEDCO Funding if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV

Devotion of Time; Personnel; and Equipment

4.1 Chamber shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement.

4.2 To the extent reasonably necessary for Chamber to perform the services under this Agreement, Chamber shall be authorized to engage the services of any agents, assistants, persons, or corporations that Chamber may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be paid by Chamber.

Article Termination

5.1 This Agreement shall terminate upon any one or more of the following:

- (a) by written agreement of the Parties;
- (b) Expiration Date;
- (c) upon written notice by any Party in the event another Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) upon written notice by GEDCO, if Chamber suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by any Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by GEDCO pursuant to Section 5.1(c), (d), or (e), Chamber shall immediately repay to GEDCO an amount equal to the GEDCO Funding previously paid by GEDCO to Chamber as of the date of termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by GEDCO) as its prime or base commercial lending rate, which shall accrue from the date of the respective Grant payment until paid.

5.3 Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. In the event of such termination, Chamber shall immediately return to GEDCO any remaining unexpended GEDCO Funds provided by GEDCO to Chamber for the Program and copies of finished and unfinished documents, data, studies, surveys, reports, or other items prepared by Chamber in connection with the Program.

Article VI Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

5.2 Assignment. The Chamber may not assign this Agreement without the prior written consent of the City.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective administrators, legal representatives, successors and assigns.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 Amendments. This Agreement may only be amended by the mutual written agreement of the Parties.

5.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 Independent Contractor. It is understood and agreed by and between the Parties that the Chamber in satisfying the conditions of this Agreement is acting independently, and that GEDCO assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Chamber pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of GEDCO. Chamber shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein, unless actually received before:

If intended for GEDCO, to

Attn: Steven Bohnenkamp, President
Georgetown Economic Development
Corporation
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626
512.930.6608 – facsimile

With a copy to:

Attn: Charlie McNabb
City Attorney
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626
512.931.7657 – facsimile

If intended for Chamber:

Attention: Jim Johnson, President
Georgetown Chamber of Commerce
1 Chamber Way
Georgetown, Texas 78626
512.930.3587 - facsimile

5.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.10 Employment of Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code during the term of this Agreement, Chamber, or a branch, division or department thereof, does not and will not knowingly employ any undocumented worker (as defined in Section 2264.001 of the Texas Government Code) and, if Chamber, or a branch, division or department thereof, is convicted of a violation of 8 U.S.C. Section 1324a (f), during the term of this Agreement, Chamber shall repay the amount of the Grant and any other funds received by Chamber from GEDCO as of the date of such conviction within 120 days after the date Chamber is notified by GEDCO of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of conviction until paid. It is agreed that for purposes of this Section, but only if permissible under Chapter 2264 of the Texas Government Code: (i) that neither Chamber nor a branch, division or department thereof, shall be liable for a violation of Chapter 2264 of the Texas Government Code or this Section by a subsidiary, affiliate, or franchisee of Chamber or by a person with whom Chamber contracts; (ii) neither Chamber nor a branch, division, or department thereof, shall be deemed to have been “convicted of a violation” until all appeals have been exhausted and/or the time for all appeals has expired; and (iii) the date that “GEDCO notifies Chamber of the violation” may not be earlier than the date that Chamber, or a branch, division or department thereof, has been “convicted of a violation” as provided in the immediately preceding subsection.

(Signature page to follow)

EXECUTED this _____ day of _____, 2020.

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Steven Bohnenkamp, President

EXECUTED this _____ day of _____, 2020.

GEORGETOWN CHAMBER OF COMMERCE

By: _____
Jim Johnson, President

CERTIFICATION OF CITY COUNCIL APPROVAL

I hereby certify that the foregoing Agreement for Services of the Georgetown Economic Development Corporation and the Project described therein was approved by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2020.

THE CITY OF GEORGETOWN, TEXAS
A Texas home-rule municipality

By: _____
Dale Ross, Mayor

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

EXHIBIT "A"



COVID-19 Small Business Support and Recovery Grant

Georgetown Chamber of Commerce
1 Chamber Way | Georgetown, TX 78626 | 512-930-3535
www.GeorgetownChamber.org

Please Note: This program is open to all non-home based, small businesses in the City of Georgetown, but the priority is for businesses that have frequent and/or close contact with customers. These types of businesses include: retail (storefront), restaurant/food business, personal care (barber shop, nail salons, etc.), art galleries and performance venues, healthcare and social assistance (childcare, etc.), and small manufacturing businesses.

Privacy Information

Information provided in this application is considered a public record and may be subject to public disclosure through the Texas Public Records Act.

CONTACT INFORMATION

First/Last Name: _____

Name of Business: _____

Business Type: _____

Address of Business: _____

Email Address: _____ Phone Number: _____

Are you a Chamber Member? *This is not a requirement to be eligible for funding.*

☐ Yes, I am a Chamber Member

☐ No, I am not a Chamber Member

Business ownership:

☐ My business is a local franchise (I am responsible for all revenues and expenses)

☐ My business is an independent business.

EXHIBIT "A"

BUSINESS IMPACTS

What are the impacts to your business from COVID-19? Please check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Business closure | <input type="checkbox"/> Inability to respond to home delivery requests |
| <input type="checkbox"/> Reduced hours of operation | <input type="checkbox"/> Interrupted supply/deliveries from vendors |
| <input type="checkbox"/> Employee layoffs/furloughs | <input type="checkbox"/> Inability to serve customers |
| <input type="checkbox"/> Revenue decline | <input type="checkbox"/> Decreased customers |
| <input type="checkbox"/> Increased operating costs (i.e. salaries, insurance, paid leave) | |
| <input type="checkbox"/> Restricted access to capital to address increased costs | |

Briefly describe the above impacts on your business and attach supporting documentation that you have to support your grant request (250 words or less).

PERSONNEL

How many FTE (full time equivalent) employees are employed at the business at this time?

Number of Full Time Employees:

Number of Part Time Employees:

Number of current or anticipated employees between March 1, 2020 – May 15, 2020 due to COVID-19 impacts.

- ☐ At or less than 25 FTE's
- ☐ At or less than 10 FTE's
- ☐ Less than 3 FTE's

EXHIBIT "A"

BUSINESS REVENUE

Current or anticipated revenue decline from March 1, 2020 – May 15, 2020 related to COVID-19 impacts?

☐ 25% or greater

☐ 5-10%

☐ 10-25%

☐ Less than 5%

Compare your current *estimated* net income for the month ending March 31, 2020 with your actual net income from March 31, 2019. If you were not in operation in 2019, you may use your actuals from February 2020. Please provide relevant information that will help us understand the variance between your figures. Also, please note in the text field what time periods you are comparing to illustrate your decreased net income.

GRANT FUNDS

Select how your business will use the grant funds.

- ☐ Rent/mortgage payment.
(Must attach proof that landlord/lender has denied assistance.)
- ☐ Employee support (salaries, insurance, paid leave)
- ☐ Utilities (i.e. electricity, phone/internet, etc.)
- ☐ Purchase of COVID-19 supplies for business protection/cleaning

- ☐ Purchase of supplies to offer alternative business access (i.e. curbside pickup, delivery, website upgrades for online sales, etc.)
- ☐ Expenses associated with increased material costs from suppliers or alternate suppliers
- ☐ Expenses associated with marketing the business (if currently open) and/or re-opening the business (if currently closed)

EXHIBIT "A"

Provide additional information and/or supporting documentation for the intended use of grant funds and how these funds will assist your business in addressing this need (250 word maximum).

Total Funding Amount Requested (Maximum award is \$5,000):

Acknowledgements/Signature

Please check each statement acknowledging that you have read and affirm the information you have submitted within this application is true and accurate to the best of your knowledge.

- ☐ Business has 25 employees or less
- ☐ Business has a physical and publicly accessible location in the City of Georgetown within a commercial building or business district.
- ☐ The business has experienced or is projecting to experience a decline in employment and/or revenue as a result of the COVID-19 pandemic.
- ☐ The business is in good standing with the City of Georgetown with respect to taxes, fees, utility payments, or other financial obligations to the City.
- ☐ The business is engaged in activities that are legal under city and state law.
- ☐ The business can meet program technical requirements including ability to provide financial records to support grant request.
- ☐ The business is registered with the Texas Secretary of State's Office.

Business Owner/Title

Date

EXHIBIT “B”

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

PROGRAM AGREEMENT

This Program Agreement (“Agreement”) is made by and between the Georgetown Chamber of Commerce, a Texas non-profit corporation (“Chamber”) and the undersigned Eligible Business (“Eligible Business”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Eligible Business applied to the Chamber for a Program Grant pursuant to the Chamber COVID-19 Small Business Support and Recovery Grant Program which application is incorporated herein by reference for all purposes (the “Application”); and

WHEREAS, the Program Committee approved the Application and the Parties desire to enter this Agreement for the Eligible Business to receive the Program Grant as set forth herein; and

WHEREAS, Eligible Business represents that the Application is true in all respects and does not contain any false, misleading or erroneous information; and

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Application” shall mean the application submitted by Eligible Business to Chamber pursuant to the Program.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Party’s existence, insolvency, employment of receiver for any part of Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against a Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Effective Date” shall mean the last date of execution hereof.

“Eligible Business” shall mean the undersigned person or business entity.

EXHIBIT “B”

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations herein, unless sooner terminated as provided herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Eligible Business with respect to the Property or any property or any business owned by Eligible Business within the City.

“Program” shall mean the Chamber COVID-19 Small Business Support and Recovery Grant program.

“Program Committee” shall mean the Chamber Committee responsible for the review and approval of Applications for a Program Grant available under the Program

“Program Grant” shall mean \$_____ to be paid by Chamber to Eligible Business within ten (10) business days after the Effective Date.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Program Grant

3.1 Subject to the obligation of Eligible Business to repay the Program Grant as provided herein, and the continued satisfaction of all the terms and conditions of this Agreement by Eligible Business, Chamber agrees to provide the Program Grant to Eligible Business within ten (10) business days after the Effective Date.

3.2 Eligible Business agrees to use the Program Grant solely for the uses marked in the box under Grant Funds in the Application.

3.3 Eligible Business shall provide a written report to Chamber executed by an appropriate management official of the Eligible Business certifying and confirming the use of the Program Grant in accordance with this Agreement, and shall provide such records or other evidence as the Chamber may reasonably request to confirm and verify the Program Grant was used in accordance with this Agreement.

3.4 Chamber, at its sole costs, shall have the right to inspect and audit the business and financial records of the Eligible Business relating to the use of the Program Grant.

EXHIBIT “B”

Article IV Conditions to Economic Development Loan

The consideration of Chamber to make the Loan shall be conditioned upon the compliance and satisfaction by Eligible Business of the terms and conditions of this Agreement and each of the following additional conditions.

4.1 Business Opening. Eligible Business shall, subject to events of Force Majeure, be open for business and serving the citizen of the City and the public.

4.2 Good Standing. Eligible Business shall not have an uncured breach or default of this Agreement.

4.3 Continuous Operation. Following the Effective Date and continuing thereafter for a period of six (6) months, Eligible Business shall continuously operate its business in the City.

Article V Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one or more of the following:

- (a) Upon the written agreement of the Parties;
- (b) Upon Expiration Date;
- (c) Upon written notice by either Party if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) Upon written notice by Chamber if Eligible Business suffers an event of Bankruptcy or Insolvency;
- (e) Upon written notice by Chamber if any Impositions owed to City or the State of Texas by Eligible Business shall become delinquent (provided, however, Eligible Business retains the right to timely and properly protest and contest any such Impositions);
- (f) Upon written notice by Chamber if Eligible Business has knowingly or intentionally provided false or misleading information or statements in the Application or in any report, records or other documentation to Chamber; or
- (g) Upon written notice by Chamber if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by Chamber pursuant to Section 5.1 (c), (d), (e),(f) or (g), Eligible Business shall immediately repay the Program Grant to Chamber.

EXHIBIT “B”

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned by Eligible Business without the prior written consent of Chamber.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Eligible Business, in satisfying the conditions of this Agreement, has acted independently, and Chamber assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. Eligible Business represents and warrants to Chamber that Eligible Business is a duly formed, validly existing Texas business in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth above the signature block of the Party or on the day actually received as sent by courier or otherwise hand delivered.

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

6.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

EXHIBIT “B”

6.9 Recitals. The recitals to this Agreement are incorporated herein.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(signatures on following page)

EXHIBIT “B”

EXECUTED this _____ day of _____, 2020.

GEORGETOWN CHAMBER OF COMMERCE
1 Chamber Way
Georgetown, Texas 78626
512.930.3535 – telephone
512.930.3587 - facsimile

By: _____
Jim Johnson, President

EXECUTED this _____ day of _____, 2020.

ELIGIBLE BUSINESS

NAME: (INSERT NAME OF BUSINESS)
BUSINESS ADDRESS (INSERT ADDRESS OF BUSINESS)

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

PROGRAM AGREEMENT

This Program Agreement (“Agreement”) is made by and between the Georgetown Chamber of Commerce, a Texas non-profit corporation (“Chamber”) and the undersigned Eligible Business (“Eligible Business”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Eligible Business applied to the Chamber for a Program Grant pursuant to the Chamber COVID-19 Small Business Support and Recovery Grant Program which application is incorporated herein by reference for all purposes (the “Application”); and

WHEREAS, the Program Committee approved the Application and the Parties desire to enter this Agreement for the Eligible Business to receive the Program Grant as set forth herein; and

WHEREAS, Eligible Business represents that the Application is true in all respects and does not contain any false, misleading or erroneous information; and

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Application” shall mean the application submitted by Eligible Business to Chamber pursuant to the Program.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Party’s existence, insolvency, employment of receiver for any part of Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against a Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Effective Date” shall mean the last date of execution hereof.

“Eligible Business” shall mean the undersigned person or business entity.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations herein, unless sooner terminated as provided herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Eligible Business with respect to the Property or any property or any business owned by Eligible Business within the City.

“Program” shall mean the Chamber COVID-19 Small Business Support and Recovery Grant program.

“Program Committee” shall mean the Chamber Committee responsible for the review and approval of Applications for a Program Grant available under the Program

“Program Grant” shall mean \$_____ to be paid by Chamber to Eligible Business within ten (10) business days after the Effective Date.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Program Grant

3.1 Subject to the obligation of Eligible Business to repay the Program Grant as provided herein, and the continued satisfaction of all the terms and conditions of this Agreement by Eligible Business, Chamber agrees to provide the Program Grant to Eligible Business within ten (10) business days after the Effective Date.

3.2 Eligible Business agrees to use the Program Grant solely for the uses marked in the box under Grant Funds in the Application.

3.3 Eligible Business shall provide a written report to Chamber executed by an appropriate management official of the Eligible Business certifying and confirming the use of the Program Grant in accordance with this Agreement, and shall provide such records or other evidence as the Chamber may reasonably request to confirm and verify the Program Grant was used in accordance with this Agreement.

3.4 Chamber, at its sole costs, shall have the right to inspect and audit the business and financial records of the Eligible Business relating to the use of the Program Grant.

Article IV

Conditions to Economic Development Loan

The consideration of Chamber to make the Loan shall be conditioned upon the compliance and satisfaction by Eligible Business of the terms and conditions of this Agreement and each of the following additional conditions.

4.1 Business Opening. Eligible Business shall, subject to events of Force Majeure, be open for business and serving the citizen of the City and the public.

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4.3 Continuous Operation. Following the Effective Date and continuing thereafter for a period of six (6) months, Eligible Business shall continuously operate its business in the City.

Article V

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- (c) Upon written notice by either Party if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) Upon written notice by Chamber if Eligible Business suffers an event of Bankruptcy or Insolvency;
- (e) Upon written notice by Chamber if any Impositions owed to City or the State of Texas by Eligible Business shall become delinquent (provided, however, Eligible Business retains the right to timely and properly protest and contest any such Impositions);
- (f) Upon written notice by Chamber if Eligible Business has knowingly or intentionally provided false or misleading information or statements in the Application or in any report, records or other documentation to Chamber; or
- (g) Upon written notice by Chamber if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by Chamber pursuant to Section 5.1 (c), (d), (e),(f) or (g), Eligible Business shall immediately repay the Program Grant to Chamber.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned by Eligible Business without the prior written consent of Chamber.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Eligible Business, in satisfying the conditions of this Agreement, has acted independently, and Chamber assumes no responsibilities or liabilities to third parties in connection with these actions.

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6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

6.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(signatures on following page)

EXECUTED this _____ day of _____, 2020.

GEORGETOWN CHAMBER OF COMMERCE
1 Chamber Way
Georgetown, Texas 78626
512.930.3535 – telephone
512.930.3587 - facsimile

By: _____
Jim Johnson, President

EXECUTED this _____ day of _____, 2020.

ELIGIBLE BUSINESS

NAME: (INSERT NAME OF BUSINESS)

BUSINESS ADDRESS (INSERT ADDRESS OF BUSINESS)

By: _____
Name: _____
Title: _____