

LOCAL CURES ECONOMIC SUPPORT  
GRANT PROGRAM

This Agreement is entered into between the Village of Poplar Grove (the “Village”) and \_\_\_\_\_ (the “Recipient”) in accordance with the Local Cure Economic Support Payments Grant Program as created by the State of Illinois (the State) through its Department of Commerce and Economic Opportunity (the Department).

WHEREAS, the Department has created the Local Cure Economic Support Payments Grant Program (the ES Program) available to local units of government, including the Village, allowing for economic support payments to qualified businesses who have suffered a business interruption or expense related to the COVID-19 pandemic; and

WHEREAS, the Department and the Village have enacted guidelines and regulations regarding the implementation and operation of the ES Program; and

WHEREAS, the Recipient certifies that it has suffered a business interruption or an event related to COVID-19 as set forth in the ES Program and desires to receive grant funds under the ES Program.

NOW, THEREFORE the Village and the Recipient agree as follows:

- 1) The foregoing recitals are incorporated herein by this reference as if fully set forth.
- 2) Definitions.
  - a) “ES Funds” means all funds allocated to the Village under the Department’s ES Program and the Cares Act. “ES Funds” may also mean that portion of those funds allocated by the Village to the Recipient in the form of the Grant Award.
  - b) “Forms” means all forms related to Recipient’s application for and receipt of ES Funds, including but not limited to an application for a grant under the ES Program, all supporting documentation and this Agreement. Forms may also include those documents required by the Village, the State or the Department subsequent to an award to verify proper use of ES Funds.
  - c) “Eligible Expenses” means those COVID-19 related expenses and damages suffered by a COVID-19 related business interruption as determined by the Department under the ES Program. Expenses or damages must have occurred between March 1, 2020 and December 30, 2020 in order to constitute an Eligible Expense.
  - d) Any other words in this Agreement shall have the meaning given by the Department with respect to the Cures Program and the ES Program or their plain and usual meaning.
- 3) This Agreement is meant to establish a contractual relationship between the Village and the Recipient regarding a Grant (the Grant) hereunder to cover Eligible Expenses suffered by Recipient associated with the COVID-19 pandemic. Only Eligible Expenses, those expenses and business losses authorized by the Village and the Department through the implementation of the ES Program, are eligible for reimbursement. The Village’s obligation to pay Recipient the Grant Award under the ES Program is specifically limited to funds the Village receives from the State of Illinois under the ES Program and is non-recourse to the Village.
- 4) The Village hereby approves Recipient’s application for funds under the ES Program in the amount of \$ \_\_\_\_\_ (the Grant Award). Recipient agrees that Village is under no obligation to approve its grant application and agrees that the Village may award any amount of funds up to the ES Program limit which is \$25,000 or no funds at all in the Village’s discretion.

- 5) Recipient agrees to utilize any funds received under the ES Program only for Eligible Expenses. The Parties agree that all regulations and interpretations of the Department relating to the ES Program are incorporated into this Agreement as if fully set forth herein. Information regarding the Department's regulations and interpretations are available on the Department's web site:

<https://www2.illinois.gov/dceo/CURE/ES%20Program%20Frequently%20Asked%20Questions.pdf>

and

[https://www2.illinois.gov/dceo/CURE/Technical%20Assistance%20NOFO%20Webinar\\_FINAL\\_10062020.pdf](https://www2.illinois.gov/dceo/CURE/Technical%20Assistance%20NOFO%20Webinar_FINAL_10062020.pdf)

If the Recipient complies with this Agreement, and the Department's regulations and interpretations implementing the ES Program, as they exist now and as they may be modified in the future, then Recipient will not be obligated to repay the Grant Award. However, Recipient agrees that if the Village or the Department determines that Recipient does not comply with this Agreement or if Recipient was not qualified to receive ES Program funds then Recipient shall immediately repay all awarded funds to the Village which are determined to be non-compliant. Recipient further agrees that all ES Program funds are funds awarded under the Department's ES Program through the Village. The Village's obligation to pay the Grant Award is limited only to funds actually received from the Department and is non-recourse to any general fund or special fund of the Village. Recipient agrees to repay the Grant Award immediately upon demand by the Village if the Village does not receive ES Funds from the Department or if the Department, or the State of Illinois, seeks repayment of ES Funds from the Village.

- 6) The Recipient understands and agrees that the Village's approval of this Agreement and the Grant does not guarantee that Recipient's use of the Grant Award will ultimately be approved and allowed under this Agreement or the applicable rules and regulations referenced above. In the event Recipient's ultimate use of any portion of the Grant Award is determined to be improper or that its use of the funds was not an Eligible Expense, Recipient shall immediately repay the Grant Award.
- 7) The Village has no obligation under this Agreement other than to provide the Grant Award to Recipient in the amount set forth in this Agreement.
- 8) Recipient agrees to submit requests for ES Program funds for Eligible Expenses upon forms required by the Village. Recipient certifies that all requests for ES Program funds are for Eligible Expenses as a direct result of the COVID-19 pandemic and for no other purpose. Recipient also certifies that it is in good standing with the State of Illinois and the Village of Poplar Grove and has no debts to the United States, the State of Illinois or the Village of Poplar Grove and is not debarred by either the State of Illinois or the United States of America.
- 9) The Village reserves the right to reject any use of ES Program Funds which it determines, in its sole discretion, does not qualify as an Eligible Expense. Recipient shall not use any portion of the Grant Award for any purpose other than the Eligible Expenses.

- 10) Recipient certifies that it has not applied for, nor received, proceeds from any other entity for expenses related to the COVID-19 pandemic. Grantee may not receive ES Program Funds for expenses for which it has sought reimbursement from any other entity, including but not limited to the Village, Boone County, or any State or federal program designed to assist businesses in recovering from the COVID-19 pandemic. Recipient shall not use any portion of the Grant Award for any eligible expense for which Recipient has submitted, or may submit in the future, to any entity, whether public or private for reimbursement. If Recipient receives reimbursement for any of the approved Eligible Expenses from another third party in the future, Recipient shall immediately repay the Grant Award to the Village.
- 11) Recipient agrees to provide Village, the Department or the State with any documents, including but not limited to receipts and payroll information, requested by the Village, or any State agency, to demonstrate that fund requests are for Eligible Expenses and any other documents reasonably requested to verify that ES Program Funds received are utilized in accordance with this Agreement. Recipient shall maintain all records relating to the Eligible Expenses and the Expenditure of the Grant Award for not less than seven (7) years. Failure to provide records upon request will result in Recipient immediately repaying the Grant Award to the Village.
- 12) Recipient agrees and understands that the ES Program is a program created and funded by the Department and implemented through the Village. Recipient agrees to indemnify, defend and hold the Village harmless for any penalty or demand against the Village by the Department or the State based upon Recipient's failure to maintain or provide records required by this Agreement or the Department's regulations or interpretations or based upon Recipient's misuse of the Grant Award or a determination that Recipient's expenses are not Eligible Expenses.
- 13) The Parties agree that the Village may rely upon the certification of the Recipient that submitted expenses are Eligible Expenses, that the Recipient utilized the Grant Award for the Eligible Expenses and that if the Office of the Inspector General, or any other person, official or department which is charged with auditing or reviewing expenditures of ES Program Fund expenditures determines that such use was not permitted by this Agreement, the Department's ES Program or an law rule or regulation, Recipient shall indemnify, hold harmless and reimburse the Village for any funds which the State, the Department or the United States of America seeks to recover from the Village in any manner.
- 14) Recipient further agrees to hold harmless the Village for any evaluation or advice which the Village may have provided relating to the ES Program.
- 15) Amendments. This Agreement may only be amended in writing executed by the parties hereto. This Agreement, together with the incorporated documents, represents the entire agreement of the Parties with respect to the ES Program and supersedes any prior agreement, understanding or communication relating to the ES Program.
- 16) Choice of Law. Recipient shall pay the Village's cost of enforcing this Agreement including but not limited to its reasonable attorney's fees. Any action arising out of this Agreement or to enforce any part of this Agreement shall be brought in 17<sup>th</sup> Judicial Circuit, Boone County, Illinois.

17) Recipient acknowledges that Growth Dimensions For Belvidere-Boone County Inc. (Growth Dimensions) may assist the Village with the implementation of the ES Program and may act as the Village's consultant therefore. Any reference to an obligation of Recipient to cooperate, hold harmless, defend or indemnify the Village shall include the same obligation in favor of Growth Dimensions.

18) Assignment. This Agreement and the performance thereof shall not be assigned to any third party without the prior written consent of the Village. There are no third-party beneficiaries of this Agreement with the exception of Growth Dimensions.

19) Notice. Any notice under this Agreement shall be sent by to the following by electronic mail and first-class mail:

a. To the Village:  
Carina Boyd  
Village Treasurer  
200 N. Hill St  
Poplar Grove, IL 61065  
[treasurer@villageofpoplargo.com](mailto:treasurer@villageofpoplargo.com)

b. To Recipient:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20) Severability. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this agreement.

21) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

22) Entire Agreement. This written Agreement, and written amendments, and any referenced attachments shall constitute the entire Agreement between the Recipient and the Village.

Executed this \_\_\_\_\_ day of December 2020.

By: Village of Poplar Grove	By: _____
By: _____	By: _____
Its: _____	Its: _____