

TERMS AND CONDITIONS
CENTENNIAL CARES RESIDENTIAL CARE GRANT PROGRAM

I. DEFINITIONS:

1. **"APPLICATION"** means the application for the Program completed by the Entity.
2. **"CARES ACT"** means the Coronavirus Relief, and Economic Security Act passed by Congress and signed into law on March 27, 2020.
3. **"CENTENNIAL CARES FUNDS"** means the amount of CORONAVIRUS RELIEF FUNDS approved by the CITY for ELIGIBLE EXPENSES incurred by the ENTITY as described in the APPLICATION.
4. **"CITY"** means the City of Centennial Colorado.
5. **"CORONAVIRUS RELIEF FUNDS"** means the money allocated to local governments under the CARES ACT.
6. **"COUNTY"** means Arapahoe County, Colorado.
7. **"ELIGIBLE EXPENSES"** means reasonable costs eligible for reimbursement under the CARES ACT that have been incurred or money proposed to be used by the ENTITY to mitigate impacts from the COVID-19 public health emergency and facilitate compliance with public health orders related thereto. ELIGIBLE EXPENSES include, by way of example and not limitation, personal protective equipment, building and property modifications, and/or safety training so long as the costs are directly tied to facilitating compliance with public health orders related to COVID-19.
8. **"ENTITY"** means an organization, its authorized agents or employees, seeking financial assistance from the CITY under the PROGRAM.
9. **"GRANT"** means the total amount of CENTENNIAL CARES FUNDS approved by the CITY that are reasonably necessary to assist the ENTITY in complying with public health orders related to the impacts of the COVID-19 public health emergency.
10. **"PROGRAM"** means the Centennial CARES Residential Care Grant Program created by the CITY to effectuate the purpose and intent of the CARES ACT and to assist residential care facilities in mitigating impacts from the COVID-19 public health emergency and facilitating compliance with public health orders related thereto.
11. **"YOU"** means the person submitting the APPLICATION on behalf of the ENTITY and bind the ENTITY to these TERMS and CONDITIONS.

In consideration for the GRANT provided by the CITY, the ENTITY agrees to the following terms and conditions:

1. **Incorporation and Certification of APPLICATION.** The APPLICATION completed by the ENTITY is incorporated herein by reference. The ENTITY certifies to the CITY that the APPLICATION is complete and accurate. The ENTITY understands and agrees that the award of the GRANT is premised on the completeness and accuracy of the information provided in the APPLICATION, and agrees that if such APPLICATION is found to be materially incomplete or inaccurate by the CITY, COUNTY or any reviewing federal entity, the CITY has the right to demand the return of the GRANT or a portion thereof, and the ENTITY shall be obligated to return such amount to the CITY.

2. No Guaranty of GRANT. The CITY cannot guaranty the ENTITY will receive a GRANT or that CENTENNIAL CARES FUNDS will be made available to the ENTITY. The CITY is not liable for any error or miscommunication by the CITY to the ENTITY concerning the amount of the GRANT. The funds made available through the PROGRAM are on a first come first served basis and may not be available to all applicants due to exhaustion of CENTENNIAL CARES FUNDS, failure of an ENTITY to qualify or other reasons.

3. CENTENNIAL CARES FUNDS.

- a. The amount of CENTENNIAL CARES FUNDS approved by the CITY may vary from the amount requested in the APPLICATION.
- b. CENTENNIAL CARES FUNDS may only be used for ELIGIBLE EXPENSES.
- c. The CITY will disburse CENTENNIAL CARES FUNDS directly to the ENTITY via check or ACH, as requested by the ENTITY.
- d. The City may disburse CENTENNIAL CARES FUNDS as reimbursement for incurred expenses of the ENTITY or in advance of expenses incurred by the ENTITY. If it did not include proof of expenditure with its APPLICATION, the ENTITY must submit adequate proof of the expenditure described in the APPLICATION to the CITY within 30 days of the CITY'S disbursement of CENTENNIAL CARES FUNDS or by December 15, 2020 whichever is earlier.
- e. The ENTITY hereby certifies that it shall only use the CENTENNIAL CARES FUNDS for legitimate ELIGIBLE EXPENSES. Prohibited uses for CENTENNIAL CARES FUNDS include, but are not limited to, the following:
 - Payroll costs not directly related to: (i) providing new services or programs in response to the COVID-19 public health emergency, or (ii) responding to increased demand for services due to the COVID-19 public health emergency.
 - Lost revenue.
 - Charitable or political contributions.
 - Payment of expenses that have already been covered by funds provided

4. Use of GRANT. The ENTITY understands and agrees that it must spend the GRANT by December 15, 2020 and shall return any portion of the GRANT not spent by the ENTITY by December 15, 2020 to the CITY by no later than December 20, 2020.

5. Records of Expenditures. The ENTITY shall keep all records of expenditures of all GRANT funds provided to the ENTITY through the PROGRAM for a minimum of 2 years from the date of expenditure and shall provide copies of such records to the CITY upon request. If the ENTITY fails to keep records of its expenditures, it may be required to refund all or a portion of its GRANT.

- 6. Authorization.** By agreeing to these TERMS and CONDITIONS on behalf of the ENTITY, YOU represent that YOU are authorized to submit the APPLICATION and bind the ENTITY to these provisions and can attest to and are knowledgeable of the matters stated and certified herein. If YOU do not have authority to submit the APPLICATION and/or bind the ENTITY to these TERMS and CONDITIONS, YOU will be personally liable for the obligations of the ENTITY under these TERMS and CONDITIONS.
- 7. Governing Law: Venue.** The laws of the State of Colorado and the provisions of the CARES ACT shall govern the GRANT provided to the ENTITY and the interpretation of these TERMS and CONDITIONS and venue for any lawsuit brought hereunder shall be in the District Court for Arapahoe County, Colorado.
- 8. Assignment.** The ENTITY may not assign any of its rights or obligations hereunder without the prior written consent of the CITY.
- 9. No Joint Venture.** No part of the APPLICATION, GRANT, the PROGRAM or these TERMS and CONDITIONS is intended or shall be construed to create a joint venture between the CITY and the ENTITY. Neither CITY, COUNTY nor federal government shall be liable or responsible for any debt, obligation, or liability of the ENTITY.
- 10. Entire Agreement.** These TERMS and CONDITIONS, the GRANT and the APPLICATION shall constitute the entire agreement between the CITY and the ENTITY concerning the PROGRAM and supersedes any prior written agreement which differs from the provisions of those documents and shall be of no effect and shall not be binding upon either party.