

**SBDC GRANT AGREEMENT**

<b>Grantee:</b>	Greater Hamilton Center for Business and Technology dba Hamilton Mill	<b>Grant Control No.:</b>	OSBG-19-311		
<b>Address:</b>	20 High Street				
<b>City:</b>	Hamilton	<b>State:</b>	OH	<b>Zip:</b>	45011
<b>Project Local Jurisdiction:</b>	Hamilton	<b>Effective Date:</b>	10/1/2018		
<b>Project County:</b>	Butler	<b>Project Completion Date:</b>	9/30/2019		
<b>DUNS Number:</b>	14-044-7447	<b>Federal Grant Funds:</b>	\$ 0.00		
<b>Export Assistance Funds:</b>	NO	<b>State Grant Funds:</b>	\$34,500.00		
<b>Grantee Notice</b>					
<b>Grantee Contact:</b>	Chris Lawson	<b>Title:</b>	Executive Director		
<b>Address:</b>	20 High Street	<b>State:</b>	Ohio	<b>Zip Code:</b>	45011
<b>Phone Number:</b>	513-737-6543	<b>Email Address:</b>	chris@hamiltonmill.org		
<b>Program Information</b>					
<b>Federal Award ID #:</b>	SBAHQ-18-B-0016	<b>Federal Award Date:</b>	10/1/2018		
<b>Total Federal Award:</b>	\$3,796,295.00	<b>CFDA:</b>	59.037 – Small Business Development Centers		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Development Services Agency (“Grantor”)** and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake and operate a Small Business Development Center (“**SBDC**”) Program (“**SBDC Program**”) created by the Small Business Development Center Act of 1980, 15 U.S.C. Section 631 in accordance with the Small Business Administration (the “**SBA**”) Cooperative Agreement between the Grantor and SBA (the “**Cooperative Agreement**”) and the fiscal year FY2019 SBDC Proposal submitted by the Grantee to Grantor (the “**Proposal**”) for participation in the SBDC Program. Grantee shall undertake the activities and programs set forth in Exhibit I, Scope of Work (the “**Project**”). This Agreement incorporates by reference the “**Scope of Work**,” which is attached as Exhibit I, the “Federal Contract Provisions” attached as Exhibit II, as applicable, any subsequent “Supplement to Grant Agreement” (collectively, the “Supplement”) in the format attached as Exhibit III, and the “Certification Regarding Lobbying” form attached as Exhibit IV.

**1. Project Funding.**

(a) Grant. Grantor hereby grants to Grantee funds in the aggregate amounts listed as State Grant Funds and Federal Grant Funds above (collectively, the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Federal Grant Funds shall be allocated to the from the Special Revenue Fund Group, Small Business Administration Account and the State Grant Funds from the General Revenue Fund Group, account class 5500. Grant Funds allocated from the General Revenue Funds may be counted with local funds to match the Federal Special Revenue Fund Group funds. Grant Funds may be increased during the Project, in accordance with the terms of this Agreement, to reflect subsequent approved funding detailed in the Supplement to this Agreement.

(b) **Availability of Other Funds.** It is a condition to the award of Grant Funds that Grantee provides Matching Funds, as defined in Section 4 of this Agreement, from other sources to pay Project costs more than the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that the Grantee has a binding commitment for such additional funds and with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. Except as noted in Section 2 of this Agreement, no Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds. Such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee, provided there is a corresponding reduction in commitments outline in this Agreement.

(d) **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides written notice in accordance with subsection (c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing. Any such increase shall require mutual agreement of the parties which shall be reflected in an amendment signed in accordance with Section 26(e) of this Agreement.

**2. Payment of Grant Funds.** The Grant Funds shall be payable to Grantee on a reimbursement basis upon the Grantor's receipt and approval of proper invoices. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. All expenses to be reimbursed with Grant Funds and any and all interest income earned on the investment of the Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee. Grantor shall be the sole judge of the adequacy of such invoices. However, Grantor shall not unreasonably withhold approval of such invoices and shall provide Grantee with reasonable notice and opportunity to cure any defects in the invoices. The parties agree that the Scope of Work and the Proposal shall be the guidelines for authorized reimbursement under this Agreement.

**3. Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 13(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.

**4. Matching Funds Requirement.** Grantee shall contribute cash and program support necessary to meet the matching funds requirement outlined in Grantee's approved budget (the "Matching Funds"). Grantee shall also provide Grantor a signed certification of all Grantee and other cash match so pledged. The approved budget is attached hereto as part of Exhibit I. The budget and the Grantee's Matching Funds requirement may

hereafter only be modified by the approval of Grantor. No monies acquired as Program Income, as defined by SBDC Program rules, may be pledged or used as Matching Funds.

**5. Accounting of Program Expenditures and Program Income.** The Project expenditures, Grant Funds and any and all interest income earned therefrom shall be posted and maintained in a separate segment, division, unit, or cost center account upon the books and records of the Grantee (the "**Account**"). The accounting systems used by the Grantee shall be maintained in accordance with generally accepted accounting principles; Office of Management and Budget (OMB) 2 CFR 200 part 200; and other applicable local, state and federal statutes, regulations, directives, and guidelines. The Grantee shall utilize generally accepted accounting procedures to assure proper fiscal and management practices to deposit and account for the Grant Funds. The Grantee shall maintain separate accounting records for each of its Grant Funds, Grantee or local cash match, program income, in-kind or indirect dollars, and any other fiscal matters relating to the Grantee.

All income generated because of funded activities or through the use of program funded personnel, consultants, services or training is program income. Program income must be used only for the benefit of the SBDC to expand the quantity or quality of services, or outreach provided by the Grantee. Expenditures from program income are subject to OMB Uniform Guidance and SBDC Program rules and requirements as set forth in 13 C.F.R. § 130.480. Any income generated as the result of cosponsored activities with a third party is program income. Any cosponsored activities that are expected to generate revenue with a third party or host organization must have a written agreement identifying the distribution of revenues and must be preapproved by the Grantor. Any such agreements must be fair and reasonable and must be submitted minimum of one week before the proposed activity via email to [sbdcreports@development.ohio.gov](mailto:sbdcreports@development.ohio.gov) for approval.

All disbursements from the Account shall be for obligations and expenses incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with these requirements may allow the Grantor to withhold payment allocation requests until such compliance is demonstrated.

**6. Budget Alterations.** Grantee may submit a request for a budget revision at any time during the term of this Agreement. Any budget revisions over 10% of each line require prior approval. All other requests for budget revisions must be submitted through the Grantor's Financial Reporting System known as the Invoice Packet.

**7. Conditions.** Grantee shall undertake the activities contemplated under this Agreement in accordance with the SBDC Program rules, the Cooperative Agreement, the Proposal and Exhibit I. The parties agree that the SBDC Program rules, the Cooperative Agreement, the Proposal and Exhibit I are deemed to be the guidelines for the authorized basis of payment under this Agreement. In the event of an inconsistency between this Agreement and the SBDC Program rules, the Cooperative Agreement and the Proposal, the terms of this Agreement shall govern.

**8. Statement of Work.** Grantee shall act as a liaison between all public and private local, state and federal small business assistance resources by performing the activities in accordance with the annual SBA "**SBDC Funding Opportunity**", the Cooperative Agreement Terms and Conditions and the Ohio SBDC Request for Proposal ("**RFP**") which are not attached hereto but are incorporated herein by reference. In addition, the Grantee shall:

- (i) Identify all resources available to assist small businesses, provide the information to the small businesses, assist the small businesses in contacting the resources and cooperate with all identified resources providing assistance to small businesses.

(ii) Provide community awareness of the SBDC Program through an aggressive outreach and marketing effort, which is adequate to generate a caseload consistent with that outlined in the Operations Guide.

(iii) Cooperate with other state-supported outreach assistance programs in the establishment of a comprehensive small business assistance delivery system including, but not limited to the, the Ohio Procurement Technical Assistance Center Program, the Minority Business Assistance Center Program, the Small Business Innovation Research Program and related technology resources, the Ohio Entrepreneurial Signature Program (ESP), the Ohio Manufacturing Extension Partnership (MEP), State sponsored workforce programs including OhioMeansJobs, local, regional and state economic development programs, with special efforts made to establish a working relationship with the SCORE and other programs initiated or operated by the SBA.

**9. Certification Regarding Lobbying.** Grantee shall sign and return the Certification Regarding Lobbying form attached to this Agreement as Exhibit IV, and shall include such form language in any agreements with subcontracts, sub-grants and contracts relating to this SBDC Program.

**10. SBDC Activity Tracking Systems.** Grantee shall utilize and comply with the operating and reporting procedures of the Client Management Database System (“**Center IC**”), the SBDC activity tracking system. The Grantee shall ensure that all information entered into Center IC, including impact data, is valid and accurate. Additionally, all required information related to client counseling sessions and training events must be entered into Center IC in a detailed and timely manner as required in the Operations Guide. All client impact data must meet the SBDC Program standards for client attribution, must be valid by being an outcome of SBDC services, and must be verified by staff of the SBDC.

The Grantee shall utilize the Grantor’s “Counselors Connect” system for cross referrals of clients to other participating business development services including PTACs, MBACs, MEPs and ESPs.

**11. Signage and Publication Requirements.** Grantee shall utilize prominent graphics, signage and publicly listed telephone numbers for SBDC services as prescribed by the Ohio SBDC Marketing Standards, the SBA Funding Opportunity and the SBA Cooperative Agreement Terms and Conditions. Such materials may not promote Grantee over the SBDC services, however, they may reference the relationship to the host organization and include the host logo.

**12. Responsibilities of the Grantor.** In order to assist in the completion of the work contemplated under this Agreement, the Grantor shall be responsible for the following items:

- (i) Assure compliance with the terms and conditions of this Agreement.
- (ii) Maintain a working relationship with the Grantee.
- (iii) Assist the SBDC Director of the Grantee in the identification of resources and referrals for clients.
- (iv) Process in an expeditious manner all appropriate paperwork, invoices and record keeping for the Grantee.
- (v) Provide the Grantee with programmatic and financial data collected for and about the Grantee and the other grantees in the State of Ohio.

(vi) Evaluate the services provided by the Grantee and collect follow-up information as may be required by the SBA.

**13. Agreement Deadlines and Term.**

(a) Project Completion. Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Project Completion Date, unless it is terminated earlier as provided in Section 22 (collectively, the “**Term**”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

**14. Reporting.**

(a) Quarterly Reporting Requirements. Grantee shall provide quarterly financial reports, including invoices, to the Grantor for all of the activities of the Grantee. The quarterly reports shall be submitted according to the following schedule, whether or not reimbursement is requested for such quarter, and shall detail the activity of the Grantee and the expenditure of the Grant Funds received by the Grantee, and any additional information as requested by the Grantor. Quarterly reports shall be submitted in the format as described in the Guide. Failure to meet reporting deadlines may result in reduction or termination of future funding. If Grantee fails to submit any report required under this Section for more than thirty (30) days, Grantor may recover, and Grantee shall pay, an amount equal to \$500 for each month or part of a month the report is past due.

Financial Reporting Schedule

<u>Quarter</u>	<u>Period</u>	<u>Due Date</u>
FY19 1 <sup>st</sup>	10/1/18 to 12/31/18	1/31/19
2 <sup>nd</sup>	1/1/19 to 3/31/19	4/30/19
3 <sup>rd</sup>	4/1/19 to 6/30/19	7/31/19
4 <sup>th</sup>	7/1/19 to 9/30/19	10/31/19

A final financial report is due on or before October 31, 2019 and shall be treated as the final invoice and reconciliation of the grant.

(b) Signature and Costs. The SBDC Service Center Director along with the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each report required by this Section 14 that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(c) Monthly Programmatic Reports. The SBDC Service Center Director shall submit a monthly narrative report on or before the close of business on the third Friday of each month. The report shall provide a general overview of program activities, and list stakeholder engagement meetings and shall be submitted in the format as required and specified by Grantor.

**15. Evaluation and Assessment.** Grantor will utilize tools to evaluate all clients receiving advising services. Participation in any program impact reviews and assessments will be directed by the Grantor. Grantee shall maintain records of client activities through the Center IC for compilation and submission to

SBA. The Center IC is designed and maintained by the Grantor. Grantee shall work with Grantor to institute such systems as it determines are reasonably necessary to identify small business needs in its service delivery area, to institute programs accordingly and to evaluate program effectiveness.

**16. Federal Audit Requirements.** Grantees that meet the requirements of 2 CFR 200, Subpart F, Audit Requirements must notify the Grantor when their reporting package was submitted to the Federal Audit Clearinghouse. Notification should be sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and [sbdcreports@development.ohio.gov](mailto:sbdcreports@development.ohio.gov) and must take place within seven (7) days following submission of the audit package to the Federal Audit Clearinghouse. In addition to the notification, the Grantee shall electronically submit their single audit report to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and [sbdcreports@development.ohio.gov](mailto:sbdcreports@development.ohio.gov).

Grantees that are not subject to the requirements of 2 CFR 200, Subpart F, Audit Requirements must submit a copy of their regular audit report within nine months following the end of the Grantee's fiscal year or thirty days following the issuance of the regular audit report, whichever occurs first. The audit report shall be submitted electronically to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and [sbdcreports@development.ohio.gov](mailto:sbdcreports@development.ohio.gov).

**17. On-Site Review by Grantor.** Grantor shall schedule, at a minimum, one (1) On-Site Review and any follow-up reviews as Grantor reasonably deems necessary. The purpose of the On-Site Review is to assess the Grantees compliance with state and federal guidelines and to identify areas of improvement as set forth in the Operations Guide. The grantor may also visit or review training presentations or materials as the Grantor deems necessary.

**18. Equipment and Inventory.** Grantee shall maintain a list of its equipment furnishings and inventory which have a value in excess of five hundred dollars (\$500) as well as all electronic devices and computer hardware and software of any value, as more specifically described in the SBA Funding Opportunity, Cooperative Agreement Terms and Conditions and the Operations Guide.

**19. Non-Discrimination.**

(a) **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

(c) **Equal Treatment of Clients.** Grantee shall not discriminate on the basis of race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to clients or guests.

**20. Records Maintenance and Access.**

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the last Federal SBA Audit Date, its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 20(b) from Grantee's other records of operation.

Grantee acknowledges and warrants that by accepting the Grant Funds its understands that rights of inspection (i) extend to agents of the Grantor's federal agency, including but not limited to the Inspector General's Office and/or the Government Accounting Office; (ii) include the rights to examine the Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of the Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, and etc.) that such accounts and records contain original or substantial source documentation of the federal funds granted herein; and (iii) contain the Grantee's covenant to make all fiscal records related to the performance of activities hereunder available for inspection at any time and as often as the Grantor may deem necessary and in a manner as not to interfere with the normal business operation of the Grantee, to authorized audit personnel of the Grantor and its federal agencies.

Grantee shall further permit the Grantor to perform monitoring, evaluation and audit activities as determined to be reasonably necessary at the sole discretion of the Grantor. All required records as set forth in Exhibit I shall be maintained by the Grantee for a period of at least three (3) years after the last Federal SBA Audit, if the Grantee is required to file a Single Audit. If the Grantee is not required to file a Single Audit, the records shall be kept for four (4) years after the conclusion of the term of this Agreement. Regardless, in cases where unresolved audit questions arise, the Grantee shall be required to retain the appropriate records for the time needed for resolution of the unresolved audit questions. If the Grantor shall require a review of the records related to the program, the Grantee shall at its own cost and expense segregate all such records related to the program from its other records of operation. All costs of review by the Grantor, other than the costs of segregating such records, shall be borne solely by the Grantor.

**21. Adherence to State and Federal Laws and Regulations.**

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

## **22. Default and Remedies**

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written or email notice (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Mutual Agreement. Grantor and Grantee may agree in writing to terminate this Agreement. Either party may request such termination for any reason upon sixty (60) days written notice to the other party. This



Agreement shall remain in effect unless and until the Grantor and Grantee enter into a written termination agreement (the “**Termination Agreement**”) which shall specify a revised expiration date. Grantor may require as a condition for any mutual termination the recapture of all or any portion of the Grant Funds disbursed to the Grantee. In the event this Agreement is terminated by mutual agreement, Grantee shall perform all obligations of the Grantee as set forth in the Termination Agreement.

(c) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 14 of this Agreement, demand liquidated damages as provided in Section 14(a). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 14 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(e) Grantor’s Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys’ fees, in connection with the enforcement of this Agreement.

**23. Liability**. Unless Grantee is an Ohio political sub-division or State University and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

**24. Certification of Funds**. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

**25. Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if emailed or mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Office of Small Business and Entrepreneurship  
ATTN: SBDC State Director  
Ohio Development Services Agency  
77 South High Street, 28th Floor  
Columbus, Ohio 43216-1001

Email: SBDCreports@development.ohio.gov

If to Grantee:

To the Grantee Contactor email address as set forth on page one of this Agreement.

**26. Miscellaneous.**

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Travel Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts not to exceed the maximum rates as set forth in Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**Grantee:**

**Grantor:**

**Greater Hamilton Center for Business and  
Technology dba Hamilton Mill**

**State of Ohio,  
Development Services Agency**

David Goodman, Director

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Chris Lawson \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12/17/2018 \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT I TO GRANT AGREEMENT**

**Scope of Work and Project Budget**

**1. General Conditions:**

(a) DELIVERABLES, METRICS AND MILESTONES:

Grantee will be accountable for meeting the following negotiated goals and budget expenditures:

SBDC Required Goals:

<b>FFY2019 SBDC GOALS</b>	<b>Applicant Proposed Goals:</b>
<b>Full Time Equivalent Positions, including consultant hours - Do not include volunteers or student teams in calculation (1 FTE =2080 hours)</b>	
<b>Long-term Clients (5+ hours of annual advising):</b>	60
<b>New Businesses Created:</b>	45
<b>Capital Infusion (loans, credit, self-investment, equity):</b>	\$6,000,000
<b>Counseling Hours</b>	
Center Director (minimum of 400hrs for Directors of large centers with multiple staff, small centers should propose closer to 900hrs).	400
Business Advisor(s)	1,200
Student/Volunteer hours	0
Paid Consultant hours	0
	<b>1,600</b>
<b>Percentage of Clients Reporting Impact:</b>	30%

SBDC Export Assistance Goals: (if applicable)

**FY2019 SBDC Budget**  
**Ohio SBDC at Greater Hamilton Center for Business and Technology dba Hamilton Mill**

	<b>SBA</b>	<b>ODSA</b>	<b>HOST</b>	<b>In Kind/ Indirect</b>	<b>TOTAL</b>
A. Personnel	\$0	\$34,500	\$34,500	n/a	<b>\$69,000</b>
B. Fringe	0	0	10,934	n/a	<b>10,934</b>
C. Travel	0	0	5,953	n/a	<b>5,953</b>
D. Equipment	0	0	0	n/a	<b>0</b>
E. Supplies	0	0	1,991	n/a	<b>1,991</b>
F. Contractual	0	0	0	n/a	<b>0</b>
G. Consultants	0	0	0	n/a	<b>0</b>
H. Other	0	0	4,122	n/a	<b>4,122</b>
TOTAL	\$0	\$34,500	\$57,500	n/a	<b>\$92,000</b>
J. Indirect Cost 24.0%	0	0	0	42,218	<b>42,218</b>
<b>REGION TOTAL</b>	<b>\$0</b>	<b>\$34,500</b>	<b>\$57,500</b>	<b>\$42,218</b>	<b>\$134,218</b>

Primary Service Territory:

## **2. Performance Improvement Plans:**

Grantee shall meet all program goals and shall adhere to all program processes and procedures, including monthly reporting requirements. If at any time the Grantee fails to make adequate progress in achieving the above goals, the Grantor may require the grantee to develop and implement a Performance Improvement Plan. Additionally, any Grantee that failed to meet its assigned goals in the preceding program year may be required to develop a Performance Improvement Plan. The Performance Improvement Plan shall be submitted in the format as required and specified by Grantor.

## **3. SBDC Export Assistance Services:**

(a) The Grantee will ensure that positions or consultants funded with SBDC Export Assistance Funding shall only deliver export related services as outlined in the RFP and shall not be engaged in general business counseling or training services. In limited cases, an Export Assistance funded position may assist the SBDC on large projects such as the execution of non-export related conferences, training events, or other projects of benefit to the Ohio SBDC Network. However, such activities should not encompass more than 10% of the position's time in aggregate through the course of the program year. An SBDC Export Assistance funded consultant or Advisor wishing to participate in substantial Non-export related activities must receive prior approval from the Grantor.

(b) SBDC Export Assistance funded positions are expected to collaborate and coordinate activities with the Ohio Development Services Agency's export assistance programs when it is in the interest of SBDC clients. Such Programs include but are not limited to the Export Internship Program, the International Marketing Assistance Grant for Exporters (IMAGE), International Market Support Program, and Food Export programming. Collaboration activities should include cross promotion of activities, events and services, proper vetting of SBDC clients for appropriateness of program participation, continued case management of the client while participating in export assistance programming and post participation advising.

**4. Prohibition on Loan Servicing Activities:** While grantees may assist small businesses with loan packaging, the filling out of applications and general consulting activities related to applying for or pursuing capital, under no conditions should program funds be used for any loan servicing activities.

## **5. Additional Requirements:**

(a) Grantees must adhere to all SBA and Ohio Development Services Agency rules contained in the Ohio SBDC Request for Proposal, the SBA Funding Opportunity, the SBA Cooperative Agreement Terms and Conditions, Operations Guide, and/or any rules subsequently communicated to the Grantee. Grantees are advised to pay attention to requirements relating to impact reporting, including adherence to attribution, validation and verification requirements, invoicing documentation and due dates, Center IC data entry, program accounting rules, hours of operations, and staff work schedules.

(b) Service Center staff must be reasonably available by telephone and/or Internet during the business day. Centers are required to maintain at least one SBDC telephone number that is answered on behalf of the SBDC and is separately identifiable from the host. All centers must adhere to the signage and graphics requirements.

(c) All SBDC directors are considered in full control of the program budget including all grant and host match funds pledged to the budget, as well as all revenues arising from SBDC approved events or programs. Grantee Quarterly Invoices must include complete documentation of all SBDC expenditures and sufficient match for that invoice.

(d) Except where a Client consents in writing, the Grantee is not permitted to disclose any Client Information outside of the Ohio SBDC program, including to any third party (or share such information with other units of the Grantee's organization not directly involved in the conduct of this project). Such information may only be provided to the U.S. Small Business Administration as part of an official audit.

(e) Certifications: As required by the Ohio SBDC RFP, all full time SBDC staff that counsel and advise clients must become a Certified Business Advisor within six months of employment. The inability of an SBDC Advisor or Director to meet CBA certification within six months is grounds to place the Grantee in default of this Agreement and may result in the withholding of funds at the discretion of the Grantor.

Each SBDC Export Assistance funded position actively advising clients must be a Certified Global Business Professional (CGBP) or receive CGBP credentialing within one year of employment with the project. The inability of an export related position to receive CGBP credentialing within one year is grounds to place the Grantee in default of this Agreement and may result in withholding of funds at the discretion of the Grantor.

## EXHIBIT II

### Federal Contract Provisions

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that



the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.