

**CHULA VISTA SMALL BUSINESS  
COVID-19 RELIEF GRANT PROGRAM**

**Applicant Certifications**

In connection with the City of Chula Vista Small Business and Nonprofit Relief Grant Program (the "Program") funded by the City of Chula Vista (the "City") and administered by The San Diego Foundation ("TSDF") the undersigned, constituting an authorized representative of the below-referenced applicant business/nonprofit organization (the "Applicant"), acknowledges and agrees, on behalf of the Applicant, that the City, TSDF, and related sub-contractors/partners of TSDF, including Southwestern Community College District with its San Diego & Imperial SBDC Network program, each may rely on the below certifications in determining the Applicant's eligibility for the Program and receipt of a grant under the Program.

The undersigned further acknowledges and agrees that if (i) any of the following certifications are untrue, (ii) the Applicant knowingly makes any false or misleading Statement or material omission in the information or materials required or requested from the Applicant, or (iii) the Applicant uses any grant funds for any unauthorized purpose, the City and/or TSDF may require the Applicant to repay such grant funds or take any other legal or equitable recourse available, including, without limitation, by seeking remedies for fraud.

**By executing this document, the Applicant hereby certifies to all of the following (please initial next to each of the certifications below):**

\_\_\_ 1. The undersigned signatory is a duly authorized representative and/or owner of the Applicant and has full authority to make the certifications referenced herein on the Applicant's behalf.

\_\_\_ 2. The Applicant is currently an active business/nonprofit organization operating since at least April 1, 2020. The Applicant is currently operating or has a clear plan to re-open once the City of Chula Vista permits re-opening of the business.

\_\_\_ 3. The Applicant has a principal office in the City of Chula Vista and, subject to the certification made in (2), above, is presently operating in the City of Chula Vista. In the event the applicant is a nonprofit organization, that the nonprofit provides services to City of Chula Vista residents and/or businesses.

\_\_\_ 4. The Applicant's business/organization has been adversely impacted by COVID-19 and the health and safety restrictions have resulted in business interruptions, business closures, or similar impacts incurred as a result of the COVID-19 pandemic, making the grant request made in the Applicant's application necessary to support the ongoing operations of the Applicant.

\_\_\_ 5. Grant funds will be used only to cover one or more of the following costs and/or expenses of the Applicant:

(a) employee expenses including payroll costs, health care benefits, paid sick, medical, or family leave, and insurance premiums;

(b) working capital, overhead (including rent, utilities, mortgage principal and interest payments (excluding mortgage prepayments)), and/or debt payments (principal and interest) incurred before April 1, 2020;

(c) costs associated with re-opening the Applicant's business/organization operations after being fully or partially closed due to City-mandated COVID-19 health and safety restrictions and business closures;

(d) costs associated with complying with COVID-19 federal, City or local guidelines for reopening with required safety protocols, including but not limited to equipment, plexiglass barriers, outdoor dining, PPE supplies, testing, and employee training expenses; or

(e) any other COVID-19 related expenses not already covered (for the same period) through grants, forgivable loans or other relief through federal, City, county or city programs.

\_\_\_ 6. If a grant is received by the Applicant, no portion of the grant funds will be used for any purposes other than those listed in (5) above. Specifically, no portion will be used for the following costs and/or expenses: (a) human resource expenses for the State share of Medicaid; (b) employee bonuses or severance pay; (c) tax payments; (d) legal settlements; (e) personal expenses or other expenses unrelated to COVID-19 impacts; (f) expenses for repairs from damage covered by applicable insurance; or (g) reimbursement to donors for donated items or services. The Applicant acknowledges and agrees that if all or any portion of the grant funds are used for any unauthorized purposes, the City of Chula Vista may hold the undersigned, the Applicant and/or any other owner thereof legally liable including for possible charges of fraud.

\_\_\_ 7. The Applicant acknowledges and agrees that the Applicant is not one or more of the following types of businesses deemed ineligible to receive a grant under the Program:

(a) a government entity (other than an entity owned and/or operated by a Native American tribe) or elected official office;

(b) a business or nonprofit organization primarily engaged in political or lobbying activities;

(c) a business or nonprofit organization engaged in any activity that is illegal under federal, City or local law;

(d) a business/organization of a prurient sexual nature, including a business which presents live performances of a prurient sexual nature or a business which derives directly or indirectly more than *de minimis* gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;

\_\_\_ 8. The Applicant has not and will not apply for or receive any other grant through or under the Program. Further, no majority owner of the Applicant has applied for or received, nor will any majority owner of the Applicant apply for or receive, any other grant through or under the Program on behalf of any other business for which such person is also a majority owner. The undersigned hereby represents and warrants, as the owner of the Applicant, that the Applicant is the undersigned's eligible business with the highest gross revenue. The Applicant agrees that if a second award is issued, then one or both awards will be voidable at the discretion of the City, and/or TSDF, as applicable.

\_\_\_ 9. Any and all information provided by or on behalf of the Applicant, including without limitation the information contained in the Applicant's grant application submitted for the Program and any and all information provided in support of Applicant's application under the Program is and will be true and accurate in all material respects.

\_\_\_ 10. The Applicant acknowledges that the City of Chula Vista, TSDF, and all partners including Southwestern Community College District (Chula Vista & Imperial SBDC Network) are each relying upon the certifications made in this document in addition to any other certifications made by the Applicant in connection with its application for the Program. The Applicant further acknowledges and agrees that all

certifications made by the Applicant in connection with the Program are made in good faith.

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Signature

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Date

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Print Name

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Title

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Applicant Business Name

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EIN #/SSN #/ITIN #

Applicant Business Address