



**UNION** *County*  
LAKE BUTLER • WORTHINGTON SPRINGS • RAIFORD • PALESTINE • PROVIDENCE

Union County Board of County Commissioners

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15 Northeast 1<sup>st</sup> Street, Lake Butler, FL 32054 · Phone: 386-496-4241 · Fax: 386-496-4240

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## Union County CARES Small Business Relief Grant Checklist

Please make sure all required documents are completed and attached at the time of submission.

- Intake application for Union County CARES Small Business Grant (Attached)
- A copy of each owner's photo I.D.
- A copy of an active state business registration from the Florida Division of Corporations (if applicable: available at [www.sunbiz.org](http://www.sunbiz.org))
- Documentation showing business physically located in Union County.
- Proof of number of employees as of March 1, 2020
- A completed and signed W-9 form. The Mailing Address must match your business registration and entries in the General Information section. (Attached)
- Information to estimate your company's average monthly expenses before March 1, 2020. (2019 Income Tax Return) and a Profit and Loss Statement for the months of January through August, 2020
- Duplication of Benefits Agreement (Attached)



## Union CARES Business Grant Application

Small business grants up to \$5,000 are available to qualifying applicants. You will be notified by mail if your application cannot be approved. You will be contacted if any other information or documentation is needed. An agreement between Union County, Florida and qualifying business will be executed prior to final approval and release of any funds for qualifying applicants.

**All grant funds received by a business are taxable income and the business will receive a 1099 from Union County, Florida.**

Union County will not be responsible for withholding or paying any taxes on any funds disbursed.

### Business Information

Business Name: \_\_\_\_\_

Business Location:  Home Based  Leased Facility  Owned Facility

Business Type:  Sole Proprietorship  LLC  Partnership  Corporation

Majority Business Owner's Name: \_\_\_\_\_

Business Street Address (P.O. Box is not acceptable): \_\_\_\_\_

Address Line 2: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Owner's Phone Number: \_\_\_\_\_

Business Owner's Email Address: \_\_\_\_\_

Year Business was founded: \_\_\_\_\_

Number of Full Time Employees as of March 31, 2020: \_\_\_\_\_

Average monthly expenses prior to COVID-19: \_\_\_\_\_ After: \_\_\_\_\_

Average monthly revenue prior to COVID-19: \_\_\_\_\_ After: \_\_\_\_\_

Federal Tax ID Number (EIN) or Social Security Number: \_\_\_\_\_

DUNS Number (If Applicable): \_\_\_\_\_

## Funding level applying for

Home-Based Small Business

Brick-and-Mortar Facility Business with:

0-5 employees  6-15 employees  16-25 employees  26-50 employees

## Hardship Information

1. Please indicate how the COVID-19 crisis has negatively impacted your business:

Business was closed during lockdown/quarantine period

Employees laid off

Difficulty meeting payroll / regular business expenses (rent, utilities, telephone, etc.)

Employees quarantined

Other hardships (explain): \_\_\_\_\_

\_\_\_\_\_

2. Has your business received funding, including grants and loans of ANY kind, from other sources (SBA Loans, PPP, EDIL, Insurance, etc.) since March 1, 2020 relating to financial hardship from COVID-19? **YES**  **NO**

If yes have funds been exhausted? **YES**  **NO**

**Total Funds Received from all sources: \$** \_\_\_\_\_

3. Does your organization, business, or a listed owner have any outstanding judgements, tax liens, pending bankruptcy proceedings, pending lawsuits against them, or criminal proceedings?

**YES**  **NO**

4. Does your organization or business have less than \$1,000,000 in gross revenue?

**YES**  **NO**

5. Is the organization, business, or a listed owner delinquent on any federal, state or local taxes or assessments; direct or guaranteed loans; leases; contracts; grants; child support payments; or any other obligations? **YES**  **NO**

## Expenditures

COVID-Related Expenses (Masks / Sanitizer / PPE; Cleaners; Barriers, etc.): \_\_\_\_\_

Total Monthly Budget: \_\_\_\_\_

Monthly Total Expenditures:

Mortgage/Rent: \_\_\_\_\_

Business Internet: \_\_\_\_\_

Business Insurance: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Electricity: \_\_\_\_\_

Water: \_\_\_\_\_

Gas: \_\_\_\_\_

Other expenditures: \_\_\_\_\_

## Disclaimers, Releases, and Notices, Public Records

1. Applicant, by submission of this Application, releases the information herein to Union County, Florida, by and through the Union County Board of County Commissioners, its officers, employees, agents, consultants and contractors (collectively the “County”), who may use the information contained herein to determine eligibility for the grant applied for herein. Applicant understands, acknowledges and agrees that the information herein, including attachments, is subject to disclosure under Florida’s public records law subject to limited applicable exemptions. Applicant acknowledges, understands, and agrees that, except as otherwise provided by applicable law, all information in this Application and its attachments will be disclosed, without any notice to Applicant, if a public records request is made for such information, and furthermore is subject to audit by federal, state, and local authorities.

2. Applicant agrees that if Applicant believes that information in its application, including attachments, contains information that is confidential and exempt from disclosure, Applicant must include a general description of the information and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event of a public records request. The County does not warrant or guarantee that information designated by Applicant as exempt from disclosure is in fact exempt, and if the County disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

3. Social Security numbers are collected, maintained and reported by the County in accordance with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

4. Applicant agrees and understands that application for the grant DOES NOT GUARANTEE AWARD of funding. The total amount awarded, if any, will be based on the grant criteria met, availability of funds, order of receipt of applications, and other applicable law and regulations.

5. Applicant agrees and understands that the County WILL NOT BE RESPONSIBLE FOR TAX WITHHOLDING, PAYMENT OF ANY TAXES OR OTHER OBLIGATIONS DUE FROM ANY FUNDS DISBURSED. ALL AWARDS OF GRANT FUNDING WILL BE REPORTED TO THE IRS AS INCOME TO THE APPLICANT VIA 1099 FORM. It is the sole responsibility of the Applicant to determine or seek independent advice regarding the tax implications to the Applicant, for any funds disbursed.

6. WARNING: Florida Statutes Chapter 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under § 775.082 or 775.83.

### Applicant Certification:

By typing or signing my name below, I agree, and swear or affirm:

1. That I have authority to apply on behalf of the entity herein, and all of the information provided in this Application is true and reflects current financial information, and current status regarding COVID-19.

2. I understand that providing false representations herein constitutes an act of fraud. I understand that the information provided is subject to verification by the County. I understand that a material misstatement fraudulently or negligently made in this affidavit or any other statement made by me in connection with an application for assistance may constitute a federal violation punishable by a fine and/or denial of my application for assistance.

3. I authorize Union County to obtain records of information pertaining to my financial or employment status from any source in order to verify the information provided by me.

4. I authorize Union County to use my Social Security Number and/or Employee ID Number to acquire such information as necessary as to determine my eligibility for this grant and for tax reporting purposes.

5. I understand and agree to all of the disclaimers, releases, and notices set forth above.

6. I will assist in the verification of information provided in this application and provide further information, if requested.

7. I certify that no portion of the grant funds, if awarded, will be used for lobbying or to try to influence legislation in any way.

8. I certify that all grant funds, if awarded, will be used towards business expenses, including Covid-related expenditures.

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Applicant Signature

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Date

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Co-Applicant Signature

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Date

## CRF DUPLICATION OF BENEFITS AGREEMENT

Whereas, below named Applicant is receiving Coronavirus Relief Funds (CRF) through the Union CARES Small Business Grant, distributed by Union County, Florida (the “County”) from its award of \$2.4 million through the CARES Act, in the amount of up to \$5,000 to provide funding to (recover, stabilize, and expand business and to mitigate Covid-19 related loss) for the Property located at:

**Applicant Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

Now, therefore, the County has an option to recoup assistance used on the above described Property upon the terms, conditions and contingencies herein set forth:

### Federal Benefits and Charitable Donations

Applicant agrees that if Applicant receives further federal benefits, charitable donations, or other financial assistance to (recover, stabilize, or expand business) in connection with the COVID-19 response, the Applicant will report receiving benefits by emailing [applications@ucbocc.gov](mailto:applications@ucbocc.gov) or calling (386)-496-4241 within one (1) month of receipt of additional proceeds and/or benefits. If Applicant fails to report additional federal benefits or charitable donations, then the County may require immediate repayment in full of the entire amount of assistance provided by the County. Additional assistance sources may include, but are not limited to, Federal Emergency Management Administration (FEMA), Community Services Block Grant (CSBG), Red Cross, United Way, U.S. Small Business Administration (SBA), Paycheck Protection Program (PPP), any additional Federal or State program, etc.

### Duplication of Benefits

Applicant agrees that if benefits received subsequent to the receipt of CRF are in excess of loss or need, such as to qualify as a duplication of benefits (DOB) as defined by the Stafford Act, 42 USC §5155, and other applicable Federal and/or State law, received from other sources such as federal benefits or charitable donations that the following shall apply:

1. If the Award has been fully expended by the County, any Subsequent DOB Proceeds shall be repaid by Applicant to the County up to the amount of the Award.
2. If no portion of the Award has been expended by the County, any Subsequent DOB Proceeds shall be paid by Applicant to the County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Applicant to the County shall be returned to the Applicant, and this Agreement shall terminate.
3. If some portion of the Award has been expended by the County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Applicant to the County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the County; (3) if the application of the Subsequent DOB Proceeds reduces both the

unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Applicant, and this Agreement shall terminate.

4. If the County makes the determination that the Applicant does not qualify to participate in the Program or the Applicant decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Applicant to the County that have not been used or obligated by the Program shall be returned to the Applicant, and this Agreement shall terminate.
5. Once the County has recovered an amount equal to the Award, the County will reassign to Applicant any rights assigned to the County pursuant to this Agreement.

### Income Eligibility

Applicant certifies that Applicant has provided complete, accurate, and current information regarding business income to demonstrate Applicant's eligibility to receive CRF.

### Enforcement

The Applicant and the County acknowledge that the County has the right and responsibility to enforce this Agreement.

Whereas, if the Applicant does not violate any of the terms listed in this agreement, then this Agreement will be considered released upon the expenditure of the commitment of funds, or December 30, 2020, whichever occurs first.

IN WITNESS WHEREOF, the undersigned Applicant(s) has/have affixed their signature(s) and seal(s) this \_\_\_ day of \_\_\_\_\_, 2020.

Signed, Sealed, and Delivered in the presence of:

\_\_\_\_\_  
Witness to Applicant Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Witness to Co-Applicant Signature

\_\_\_\_\_  
Co-Applicant Signature

**Make sure to attach required proof of documentation.**