



**CITY OF CENTRAL FALLS**  
**Microenterprise Stabilization Program (MicroE)**  
**Business CDBG Grant Agreement**

The **City of Central Falls** and **Mirian Garcia** of **Mirian Tipico and Fried Chicken**, a **Central Falls** –based business ("**Grantee**") and together (the "**Parties**", each a "**Party**") are entering this MicroE Funding Agreement (this "**Agreement**") as of (date) June 15, 2020, with any capitalized terms not defined herein, having the meaning set forth in the table immediately below.

GRANTEE	<b>Mirian Tipico and Fried Chicken</b>
GRANTEE OWNER	<b>Mirian Garcia</b>
GRANT AMOUNT	\$5,000
GRANT NUMBER	Numbering convention: Town/OHCD CDBG contract number, suffix ME-01, ME-02, etc. First grant award by town would be: 19/32/27-ME-01
GRANTEE TAX ID #	45-5538838
GRANTEE DUNS #	006173760
GRANTEE ADDRESS	744 Dexter Street Central Falls, RI 02863

**Purpose:** Microenterprise Stabilization Program grant funds are hereby awarded to provide working capital assistance to alleviate the adverse economic impacts of COVID-19 on the above named Grantee.

**Source of Funds:** Federal Community Development Block Grant (CDBG) funds (CFDA 14.2) provided by the **City of Central Falls**, via the Rhode Island CDBG Program administered by the State of Rhode Island Office of Housing and Community Development, as allocated by the U.S. Dept. of Housing and Urban Development (HUD).

**In consideration of the mutual covenants contained herein the Parties hereby agree to the following terms and conditions:**

- A. Use of Grant Funds:** Funds may be only used for working capital to cover business costs such as rent, staffing, and utilities. Microenterprise Stabilization Program funds may not be used for major equipment purchases, purchase of real property, construction activities, or business expansion.
- B. Community Development Block Grant Program:** The Grantee agrees to comply with the requirements of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The Grantee additionally agrees to comply with regulations promulgated relative to the HCDA and any policies/procedures established by the State of Rhode Island regarding this contract/program. This agreement is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time. The Grantee shall expend all funding under this Agreement in compliance with the Community Development Block Grant Agreement #19/04/39 between **City of Central Falls** and the State of Rhode Island, Office of Housing and Community Development (OHCD), including all contract liabilities and definitions as outlined and included in Exhibits to such, available for viewing at



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<http://www.centralfallsri.us/cbdg>. Grantee agrees to contact the City immediately if any action taken by Grantee pursuant to this Agreement violates the CDBG Agreement with the State of Rhode Island.

- C. Books and Records:** Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant and retain such books and records for at least four years after completion of the use of this grant. Furthermore, at the request of the City or OHCD, Grantee shall permit reasonable access to files, records and personnel by duly authorized officials of the City, State of Rhode Island and/or federal government for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the City or the State of Rhode Island deem necessary. This grant is covered by all State and federal rules/regulations regarding access to public information, including but not limited to the Freedom of Information Act and RIGL 38-2 "Access to Public Records".
- D. Legal Liability:** The Grantee agrees to hold the Town and the State harmless from any liability associated with activities funded under this agreement. The Grantee will indemnify and hold the **City of Central Falls**, the State of Rhode Island, and its officials harmless against claims for injury or damage of any kind to persons or property occurring or arising during the term of this agreement.
- E. Reporting:** The Grantee is required to complete the MicroE Update Report at the end of each quarter for one year (4 times total) after receipt of the MicroE grant. Update Reports shall be sent to **the Alexander Lyte by mail 1280 High Street, Central Falls, RI 02863 or by emailing ALyte@centralfallsri.us**. The first Update Report shall be submitted to this office no later than **October 7<sup>th</sup>, 2020, based on first full calendar quarter after disbursement**.
- F. Media:** The Grantee may be contacted by the City and/or the State about participating in program events or being featured in a press release or other media piece. The Grantee has the right to refuse or decline such requests.

**Grantee Responsibilities:**

1. Use MicroE grant funds in accordance with Section A above.
2. Maintain records of expenditures in accordance with Section C above.
3. Submit update reports to **City of Central Falls** in accordance with Section E above.
4. Report CDBG MicroE Assistance received on 2020 tax returns, in accordance with IRS and R.I. Division of Taxation rules and regulations.
5. Report CDBG MicroE Assistance amount received to any other funders (federal, state, and private) providing COVID-19 assistance, as required.

**City of NAME Responsibilities:**

1. Provide MicroE grant funds in the amount specified above



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2. Maintain Grantee records in secure location(s)
3. Limit disclosures of Grantee's personally identifiable information (PII) in accordance with the terms of the MicroE Consent and Release Form, the Rhode Island Access to Public Records Act (R.I. Gen. Laws §38-2-1 et seq.) and the U.S. Freedom of Information Act (FOIA).
4. Collect quarterly update reports from the Grantee, in accordance with Section E above

**All MicroE application materials, including certifications and attachments, submitted by the Grantee and/or its representatives are incorporated into this agreement by reference.**

**By executing this agreement, the Grantee further certifies that:**

1. As of the date of this agreement, the Grantee has five or fewer employees, including the owner(s).
2. All potential perceived and actual conflicts of interest have been disclosed, including any that were identified after the application was submitted.
3. Any material changes to Grantee or Grantee Owner(s) that may impact eligibility for MicroE assistance have been fully disclosed in writing to the City of Central Falls.

**CITY OF CENTRAL FALLS:**

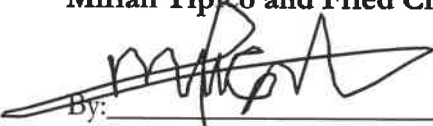
By: \_\_\_\_\_  
James Diossa  
*Mayor*

By: \_\_\_\_\_  
As to Form and Correctness  
Matthew Jerzyk  
*City Solicitor*

By: \_\_\_\_\_  
Reviewed  
Barbara Addison  
*Director of Finance*

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

**Mirian Tipico and Fried Chicken:**

  
By: \_\_\_\_\_  
NAME: Mirian Garcia  
TITLE: Owner

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



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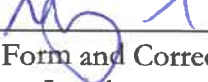
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**CITY OF CENTRAL FALLS:**

By:   
James Diossa  
Mayor

By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:   
Reviewed  
Barbara Addison  
Director of Finance

Date: 6-29-2020

**Mirian Tipico and Fried Chicken:**

By: \_\_\_\_\_  
NAME: **Mirian Garcia**  
TITLE: **Owner**

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