



AGREEMENT FOR ADMINISTRATION OF CARES FUNDING

Small Business Assistance Program

THIS AGREEMENT dated the 24th day of November, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the **City of Columbia**, a political subdivision of the State of Missouri, hereinafter referred to as "**Columbia**" or "**City of Columbia**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally-responsible manner; and

WHEREAS, City has experience administering a small business assistance program and it is willing to extend that program to all qualifying businesses in Boone County; and

WHEREAS, County desires to assist small businesses negatively impacted by the COVID-19 pandemic; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation, including submission through the County's electronic portal; and

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **US Treasury Department Guidance.** The guidance (most recently updated on September 2, 2020) and FAQs (most recently updated on October 19, 2020) issued by the US Department of Treasury, is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for Administration of CARES funding, the Boone County federal funding certification dated April 29, 2020, and the US Treasury documents incorporated above. All such documents shall constitute the contract documents. In the event of conflict between any of the attached documents, the

terms, conditions, provisions, and requirements contained in this Agreement for CARES funding shall prevail and control.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay City an amount not-to-exceed Four Hundred Ninety-Five Thousand Dollars (\$495,000.00) for a small business program as more fully described herein.

4. **Small Business Grant Program.** County agrees to provide funding for, and City agrees to administer, a small business grant program. City will cooperate with County, by and through Boone County's Office of Emergency Management (OEM), on the form, content, and manner of submitting documentation of expenditures under this Agreement. The parties agree to the following specific terms and conditions for the small business program:

- a. Program Eligibility. Eligible Boone County businesses that can participate in the program will be those businesses that:
 - i. Have been adversely impacted by the COVID-19 pandemic;
 - ii. Have 49 or fewer full-time equivalent employees as of the date of application for CARES funding;
 - iii. At least 51% ownership residing within Boone County;
 - iv. Complete an application through the City of Columbia's web portal.
- b. Program Applicants. All program applicants will be required to submit supporting documentation to City of Columbia through its web portal, including:
 - i. Business name, including ownership percentage of all individuals comprising the business entity. For each individual owning ten percent (10%) or more of the business, the applicant shall include the residential address of such individual(s).
 - ii. Contact information;
 - iii. Federal Employer Identification Number;
 - iv. DUNS number;
 - v. Total number of full-time equivalent employees;
 - vi. Itemized list of expenses funds will be used for (rent, utilities, inventory, payroll, other operating costs);
 - vii. General Liability and auto insurance;
 - viii. Previous business year tax return;
 - ix. Certificate of incorporation or other legal status documentation;
 - x. Business license and County merchant's license, if applicable;
 - xi. Previous 3 months company bank statements;
 - xii. Written statement of how business meets the fifty-one percent (51%) ownership residing within Boone County;
 - xiii. Written statement of how business has been adverse affected by COVID-19;

- xiv. Small Business Administration (SBA) Economic Injury Worksheet for Businesses.
- c. Program Assistance. The assistance provided under this program shall be a one-time, \$10,000 grant and will be limited to the amount of funds provided by County to City to administer hereunder on its behalf.
- d. County payment and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay \$495,000.00 to City as soon as practicable after execution of this Agreement (it is assumed that such a payment can occur within 15 days).
 - ii. County authorizes City to reimburse itself \$5,000.00 for the costs to administer this program.
 - iii. County will assist City in communicating the availability of funding to portions of the County outside the City of Columbia.
- e. City actions. City will do the following in furtherance of the program contemplated in this Agreement:
 - i. City will accept applications for participation in the program via an advertised web domain.
 - ii. City will process all applications and determine eligibility utilizing the criteria set forth in this agreement as determined in City's sole discretion to meet program eligibility requirements. County specifically acknowledges the anticipated demand will exceed available resources and agrees City may make award based on first come first served basis or other random non-discriminatory selection process without any qualitative analysis other than making an initial determination that the applicant meets the minimum qualifications to receive the grant.
 - iii. City will document all payments made with this CARES Act funding to applicants.
 - iv. City will submit monthly reports to the County in a form mutually agreed to by the parties documenting the payments made by City, including an aggregated, comprehensive report at the conclusion of the program.
 - v. City will recognize a final program close-out date of December 18, 2020 and will return any unused funding to the County by December 28, 2020.
 - vi. City may require applicants to sign such forms and agreements, as City deems necessary to verify compliance with grant program requirements.
 - vii. The applications form will include but not be limited to specific representations by applicant:

- a. The expenditures were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the budget most recently approved as of March 27, 2020; and 3) incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- b. Expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Expenditures do not represent expenditures for which applicant received any other emergency COVID-19 supplemental funding for the same expense.
- d. Any Expenditure that is later found to not adhere to applicable federal restrictions shall be returned to County by applicant.
- e. The person signing the reimbursement request and certification has authority to do so on behalf of and for the applicant.

5. ***Certification at conclusion of services under Agreement.*** At the conclusion of the program contemplated herein, City will certify to County as follows, based solely upon the information provided to City by applicants:

- a. Certify the City administered program according to eligibility and application guidelines set forth herein.
- b. City shall cooperate with County in seeking any reimbursement from any applicant deemed to have submitted false information or otherwise to have not met the criteria for grant award; however, the City shall not be obligated to take any legal action or incur any expenses in the collection process.

6. ***City's Reliance on Application Materials.*** City may rely upon the information and documents provided by applicants in making its determination of eligibility. City shall in its sole discretion exercise its best judgment but is not obligated to further investigate beyond the information and documents provided by applicant. City is in no way responsible or liable for misinformation, false information, or inaccuracies provided by applicants.

7. ***Audits and Records Retention.*** City of Columbia agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. ***Modification or Amendment.*** In the event City of Columbia requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or

amendment must be submitted in writing to the County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. **Compliance with Laws.** In performing all services under the resulting contract agreement, City of Columbia shall comply with all applicable local, state, and federal laws.

10. **Discrimination.** City of Columbia will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Subcontracts.** City of Columbia may enter into subcontracts for components of the contracted service as City of Columbia deems necessary within the terms of the contract. All such subcontracts require the written approval of County or its designated representative. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** City of Columbia agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. City of Columbia shall require each subcontractor to affirmatively state in its Agreement with the City of Columbia that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide City of Columbia a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon 15 days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and City of Columbia.

15. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

16. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for CARES Act funding.

17. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES Act funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **City of Columbia** shall be mailed or delivered to: City of Columbia, Attn: Randy Cole, Housing Programs Division, PO Box 6015, Columbia, MO 65203.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 20

County of Boone

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In the County Commission of said county, on the

24th

day of November

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby accept the attached Agreement for Administration of CARES Funding.

Done this 24th day of November 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY
Office of Emergency Management
2145 County Drive
Columbia, MO 65201
573-554-7910

**Small Business Assistance Program Agreement for
Administration of CARES Funding**

PLEASE ROUTE IN THE ORDER LISTED BELOW

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED)

	<u>Date</u>	<u>Comments</u>
1. OEM to County Counselor	<u>11-20-2020</u>	<u>On Tuesday's Agenda</u>
2. County Counselor to Auditor	<u>11/23/20</u>	<u>Please note <u>double-sided</u> originals</u>
3. Auditor to County Clerk for placement on Commission Agenda	<u>11-23-20</u>	<u>J. Johnson</u>

-Retain one (1) original

-Send three (3) originals to:

City of Columbia
Attn: Randy Cole, Housing Program Division
PO Box 6015
Columbia, MO 65203

Copies to:

Chad Martin, Emergency Communications Center Director
CJ Dykhouse, County Counselor