

Nodaway County, Missouri

CARES Small Business Relief Program

Application period is through July 10, 2020

The Nodaway County Commission recognizes the negative impact that COVID-19 has had on small businesses in the county. We have established a grant relief program in order to provide economic support to small businesses in connection with COVID-19 and as provided for the federal CARES Act. Every business is important to us. Nodaway County has received Coronavirus Relief Funds that it is making available, on an application basis, to eligible entities for necessary expenditures or losses incurred due to the public health emergency. The small business grants to be awarded will be capped at \$5,000.

Funds may only be used to cover:

- Expenditures related to business interruption caused by required closures by State or City Order related to the Coronavirus Disease 2019 (COVID-19)
- Expenditures associated with costs to operate businesses under State or City guidelines such as PPE and other modifications necessary to conduct business
- Expenditures incurred during or to be incurred the period that begins on March 1, 2020
- Documented lost revenue due to COVID-19 required closure because of state and/or local requirements.

The requirement that expenditures be incurred as a result the public health emergency means that expenditures must be associated with actions taken to respond to the COVID-19 public health emergency or that documented losses were directly incurred due to COVID-19.

Program Eligibility

The program funds are limited. These funds will be allocated to eligible and qualified small businesses based on availability of funds received by the County, and the County's criteria. Applications and supporting documentation are required for review and approval. All grant applications are due by close of business on July 10th. Submission of an application does not guarantee approval for funds, nor does it guarantee the approval of the requested amount.

To be eligible, businesses must meet all of the following requirements:

- Must be a for-profit, nonprofit, independently owned business or independently operated franchise, physically located within the borders of Nodaway County, Missouri.
- Must employ between 1 and 40 full-time employees. Owners are included in employee count (sole proprietorships are eligible).
- Must provide proof of a business hardship created by COVID-19 (i.e. business closure as defined by State or City Order, employee layoffs, purchase of added safety items, added expenses due to COVID-19, etc.).

- Must use funds for ongoing business operational needs related to COVID-19, which were not budgeted in 2020, such as utilities (electric, gas and water), materials, supplies and services.
- Must be in compliance with local, state, and federal non-discrimination policy, and overall good standing with city and county service providers as of February 1, 2020 (e.g., current on utility bills, no liens or judgments from any governmental agency, and prior year(s) property taxes, state and federal taxes).
- Nodaway County may request additional information as necessary.

Please complete the attached application and provide applicable copies of required documentation by email or mail by July 10, 2020.

Email: nodcollector.treasurer@gmail.com

Mail: Nodaway County Collector-Treasurer
403 North Market St., RM 204
Maryville, MO 64468

The following businesses will not be considered eligible to request assistance under the relief program:

- Lending institutions
- Sporting venues
- Tax receiving entities
- Corporately Owned Chain Stores/Business

Nonexclusive examples of ineligible expenditures:

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

- Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- Expenses for the State share of Medicaid
- Damages covered by insurance
- Reimbursement to donors for donated items or services. Workforce bonuses other than hazard pay or overtime
- Severance pay
- Legal settlements

Nodaway County CARES Small Business Relief Grant Application

Application due: July 10, 2020

Submission of an application does not guarantee approval for funds

Business Legal Name		DBA or Tradename (if applicable)		
Business Address		Business TIN (EIN, SSN)	Business Phone	
		Primary Contact	Email Address	
Total amount requested (Maximum \$5,000)		Number of Employees (1-40)		
		Full-time	Part-time	
Purpose of the grant expenditures (select all that apply): <input type="checkbox"/> Ongoing operational needs <input type="checkbox"/> Materials / supplies / services <input type="checkbox"/> Utilites <input type="checkbox"/> Other (explain):				
Applicant Ownership List all owners of the business, attach a separate sheet if necessary.				
Owner Name	Ownership	TIN (EIN, SSN)	Address	
Questions			YES	NO
Has the Applicant received a Paycheck Protection Program loan, EIDL, COVID related unemployment, COVID related tax credits or similar program? If yes, applicant must provide documentation showing the amount of funds received and planned use of the funds with proposed timeline.				
Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?				

Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?		
Is the Applicant a minority or woman owned business?		

PLEASE DESCRIBE YOUR BUSINESS

THE COVID-19 IMPACT – Please, describe how COVID-19 has impacted the business.

Please describe how COVID-19 has impacted the business

SUPPORTING DOCUMENTATION

Please provide documentation which supports the business' losses. At a minimum, the following documents must be included:

- Copy of Valid Business License (City and County)
- Copies of current utility bills (beginning March 1, 2020 to December 30, 2020)
- Proof of business physical address
- Proof of lost revenue (year to year comparison, cancelled contracts, delayed appointments, etc.)
- COVID-19 funds received, with plan use and timeline
- Completed Form W-9 <https://www.irs.gov/pub/irs-pdf/fwg.pdf>
- Authorization Agreement for Direct Deposit

Additional documentation which may be required to verify your request.

CERTIFICATIONS AND SIGNATURE -

	<p>I certify expenses submitted have not been, and will not be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.</p> <p>I certify that applicant and/or applicant's affiliates have not received CARES Act funding from another county.</p>
	<p>I confirm that my business is engaged in activities that are regulated within Nodaway County.</p>
	<p>I acknowledge and agree that, to fullest extent permitted by law, I shall forever RELEASE, HOLD HARMLESS, DISCHARGE and AGREE TO DEFEND AND INDEMNIFY, the COUNTY of Nodaway, from any liabilities, claims, demands, or causes of action that they may hereafter have, without limitation, for personal, bodily, or mental injuries, property damages, economic losses, attorney's fees, or any other type of injury or damage arising out, resulting from, or in connection with, this application.</p>
	<p>I agree to document and report economic impact achieved as a result of the program, including but not limited to, jobs created, jobs retained, increased sales, and access to capital.</p>
	<p>I agree to provide additional documentation upon request to help verify the economic hardship suffered as a result of COVID-19, including tax returns, financial statements, and other financial data.</p>
	<p>I hereby certify that the information provided, contained herein and attached hereto is accurate and correct to the best of my knowledge.</p> <p>I agree to reimburse Nodaway County in the event that the funds are not used by the organization as promised or it is determined that any of the information provided in obtaining this grant is false or fraudulent</p>
	<p>SIGNATURE _____ DATE _____</p>

Verification (County Use Only)

Current on Taxes (Business and Personal): Yes No

Amount Approved: \$ _____ Date Approved: _____

Chris Burns Bill Walker Robert Steins

GRANT APPLICATION SUBMISSION

Please submit the application and required paperwork by mail or email:

Mail: Nodaway County Collector-Treasurer Email: nodcollector.treasurer@gmail.com
403 N. Market St., RM 204
Maryville, MO 64468

**NODAWAY COUNTY INTERGOVERNMENTAL AGREEMENT
COVID-19 FUNDING**

This Intergovernmental Agreement is entered between Nodaway County, Missouri (hereafter "County") and _____, hereafter "Provider") for the purposes of providing COVID-19 funding available under the CARES Act for eligible reimbursable expenses incurred by Provider from and after the date this Agreement is properly adopted by the parties through December 30, 2020.

WHEREAS, the County is the designated dispenser of COVID-19 funding under the state supervision of the Missouri State Treasurer; and

WHEREAS, the parties have the ability to enter into intergovernmental agreements pursuant to Section 70.220 RSMo and the Missouri Constitution; and

WHEREAS, parties entering into intergovernmental agreements with the County are governed by Section 432.070 RSMo; and

WHEREAS, federal and state laws and guidelines prescribe the criteria and conditions governing the distribution of COVID-19 funds by the County; and

WHEREAS, federal and state laws and guidelines prescribe the criteria and conditions for which COVID-19 funds may be granted to local governmental entities such as Provider; and

WHEREAS, the County Commission has adopted a uniform plan for requesting and being granted the limited available COVID-19 funds to local governmental entities within the boundaries of the County:

NOW THEREFORE, the parties hereto agree to the following provisions as the applicable intergovernmental agreement for the providing of COVID-19 funds by the County:

Section 1. This is the sole agreement between the parties related to COVID-19 funding for eligible reimbursable expenses incurred by Provider as determined by the County as meeting the federal and state laws and guidelines prescribing the criteria and conditions and the County's requirements governing the distribution of COVID-19 funds.

Section 2. To apply for COVID-19 funds, the Provider shall submit the County adopted application form in a timely manner, with the last submission due no later than February 15, 2021. A copy of the application form is attached to this Agreement.

Section 3. To obtain funds, the Provider may only seek funding that is permitted for reimbursement meeting the federal and state laws and guidelines prescribing the criteria and conditions governing the distribution of COVID-19 funds and the County's requirements.

Section 4. The application for funds shall include a description of the services and materials purchased by the Provider and the cost of such items along with a receipt for the payment of the items obtained.

Section 5. The reimbursement shall only be available for eligible reimbursable expenses incurred by the Provider from March 1, 2020 through December 30, 2020.

Section 6. The Provider acknowledges that the funds available from the County are limited in amount and that not all eligible reimbursable expenses will be funded for reimbursement.

Section 7. The Provider acknowledges that the County Commission's uniform plan for requesting and being granted the limited available COVID-19 funds sets out an equitable basis for distribution of the funds among the requesting Providers. The Provider agrees to accept the County's uniform plan as a part of this Agreement.

Section 8. If the Provider seeks reimbursement for funding for services provided by a third party provider under supervision of the Provider, Provider will obtain and submit the proof of eligible reimbursements to such third party as if the third party provider was seeking direct reimbursement from the County.

Section 9. The County will issue reimbursement to the Providers for funds determined to be available under this Agreement according to the policy phase dates.

Section 10. The Provider agrees that it will accept the County's determination of amounts to be funded based on the Provider's properly submitted application and supporting documentation.

Section 11. The Provider agrees that if the County's payment of amounts to the Provider that are ultimately determined to be ineligible by the Missouri State Treasurer or other superintending official for reimbursement, the Provider will refund the ineligible amounts to the County upon demand of the County.

Section 12. The County designates the County Treasurer as the coordinator of the COVID-19 funding program for the County, and such official shall make the determination of eligibility and reimbursable amounts under the designated criteria specified herein and present to the County Commission for final approval.

Section 13. The Provider agrees to hold the County and its agents harmless from any and all liability arising out of the administration of the COVID-19 funding program by the County.

Section 14. The parties acknowledge that each has the authority to enter into this Agreement and that each has taken the appropriate action of its governing body to enter into this Agreement and to authorize the signing of same by the designated official representing the respective parties.

The governing body of the undersigned entity adopted this Agreement and authorized the signing official to sign this Agreement in a properly called meeting, a quorum being present, by a majority of the voting members of the entity the _____ day of _____,2020.

Authorized Signatory for the Provider & Title

ATTEST:

Clerk or Secretary of the Provider

The County Commission adopted this Agreement and authorized the signing official to sign the Agreement in a properly called meeting, a quorum being present, by a majority of the Commissioners on the _____ day of _____,2020.

Presiding Commissioner

ATTEST:

County Clerk

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company _____ Company _____
Name _____ ID Number _____

I (we) hereby authorize _____ hereinafter called COMPANY,
to initiate credit entries to my (our) Checking Account, and or debit indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository
Name _____ Branch _____
City _____ State _____ Zip _____

Routing _____ Account _____
Number _____ Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____ ID Number _____
(Please Print)

Date _____ Signature _____

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.