

**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