



Brian J. Anderson

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TO: County Board Meeting
FROM: Brian J. Anderson, Director of Finance and Tax Payer Services
SUBJECT: CARES Act Funding Disbursement Program
DATE: August 4th, 2020

Background:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, passed on March 27th, provides over \$2 trillion in federal economic relief to protect the American people from the public health and economic impacts of COVID-19. The CARES Act provides assistance from American workers, families, and small businesses, and preserves jobs for American industries.

Section 5001 of the CARES Act establishes the \$150 billion Coronavirus Relief Fund (CRF), providing payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak. The CARES Act sets criteria that expenses must meet to be eligible for CRF funding.

At this time Goodhue County received **\$5,644,262 in CRF** sent directly from the State. In addition, nine cities totaling \$2,411,265 and 21 townships totaling \$363,450 within Goodhue County also received CRF directly from the State for a combined total of \$8,418,977.

Overview of Related COVID-19 Grant Funding:

In addition to the \$5.644m in CARES Act Funding or CRF that Goodhue County received, the County is also eligible for FEMA Disaster Recovery Grant Funds and CARES Act Elections funds that the Board has already approved. These grants are outlined below:

FEMA Disaster Recovery Grant: This is the most restrictive funding source and at this time and there is no set amount that the County is said to receive. Expenses must be specifically in response to the pandemic (supporting the county's response) and must be "extra" – unbudgeted. In addition, there are certain expenses that may truly related to the county's response efforts – for example, technology (licenses, other teleworking devices) that are considered unallowable for the FEMA funds. For salaries to be allowable, the amounts must be truly unbudgeted – i.e. overtime or temporary increase in FTE %. (Under the General CARES Act funds, there are additional provisions that make additional budgeted salary amounts potentially eligible). There is really no limit of the funds available (at least not one set at this time). There is a 25% match requirement. As of the most recent report, the County had approximately **\$25,000** in eligible expenses, which would equate to a reimbursement of approximately \$20,000. (This data is as of early June).

CARES Act – Elections: The OSS received \$8.32M in CARES Act funding; of this amount, 60% (\$4.99M) was allocated to Counties, based on population, # of voters, # of polling places, etc. These funds can be used only for expenses for COVID-response efforts during the 2020 election cycle. A 20% match is required. The County must sign agreements with all of its municipalities to share these funds. Categories of authorized use include: PPE and sanitizing supplies for voters and election officials, additional public outreach for social distancing guidelines and encouragement of absentee voting, additional materials for increased absentee voting, training materials, and polling place changes.

Goodhue County can receive up to a maximum of **\$49,377.93** of these funds. The County has chosen to centralize spending of these funds, meaning that the County will make all necessary purchases of PPE, etc. and distribute items to the jurisdictions for their use. (It was confirmed with OSS that this was method was allowable.) The County plan that was approved by the Board for use of these funds is as follows:

- \$19,200 increase absentee voting costs (envelopes, copies, labels, postage)
- \$3,500 polling place supplies (pens, secrecy folders, totes, bags)
- \$10,000 polling place PPE and sanitizing materials
- \$17,400 voter notification postcards to encourage absentee voting
- \$7,000 temporary elections staff to handle increased absentee voting
- \$500 additional signage
- (This is a total of \$57,600; again, just a general plan for using these funds).

Eligible Groups for Reimbursement of the \$5.644m CARE Act Funding:

- Small Businesses
- Housing Assistance
- Hospitals, Clinics, Nursing Homes
- Independent School Districts
- Agricultural Businesses
- Non-Profits and Churches
- Goodhue County
- Transfer to Other Jurisdictions and Entities

To receive a portion of these funds, the following three *qualifying cost* elements must be met:

1. **Necessary Expenditures** – Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
 - Expenditures must be used for actions taken to respond to the public health emergency; including expenditures incurred to respond directly to the emergency, as well as expenditures incurred to respond to second-order effects, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19 related business closures.
2. **Unaccounted – For Expenses** – Eligible expenses are cost not accounted for in the budget most recently approved as of March 27, 2020 or the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
 - The enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency.
3. **Incurred During Covered Period** – For Counties: March 1, 2020 – December 1, 2020.
For Cities & Twps: March 1, 2020 – November 15, 2020.

- Performance or delivery must occur during the covered period but payment of funds need to be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred.)

Eligible Uses Include:

1. **Medical Expenses:** Expenses of public hospitals, clinics, and similar facilities; COVID testing; emergency medical transportation; establishing and operating public telemedicine capabilities for COVID related treatment.
2. **Public Health:** Communication and enforcement of public health orders; acquisition and distribution of personal protective equipment, medical personnel, police officers, social workers, child protection services, child welfare officers, services providers for older adults, and other public health or safety workers connected to Covid-19 public health emergency; disinfection of public areas and other facilities such as nursing homes; technical assistance; expenses for quarantining individuals; contract tracing; and recovery planning.
3. **Payroll Expenses:** Payroll or benefits expenses of public employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency such as public safety, public health, health care, and human services; costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed in responding to the COVID-19; costs of educational support staff or faculty responsible for developing online learning capabilities to continue educational instruction related to school closures; increased workers' compensation costs to the government due to the COVI-19 public health emergency.
4. **Public Health Measures:** For food delivery to residents for senior citizens and other vulnerable populations; expenses to facilitate distance learning in connection with school closings; to improve telework capabilities for public employees; providing paid sick and paid family and medical leave to public employees; maintaining state prisons, county jails and improvement of social distancing measures; care for homeless populations provided to mitigate COVID-19.
5. **Economic Support:** grants to small businesses to reimburse the costs of business interruptions caused by require closures; local government payroll support program; grant program to prevent eviction and assist in preventing homelessness; employment and training programs for employees who have been furloughed; assist individuals with payment of overdue rent or mortgage payments to avoid evictions for foreclosure or unforeseen financial costs for funerals or other emergency individual needs; reimbursement grants to small businesses due to business interruption caused by required closures.
6. **Transfer of Funds:** Local governments may transfer CRF to other local units of government.

Ineligible Costs Include the Following:

- Expenses for the State share of Medicaid.
- Government replacement of lost revenues, including property tax relief.
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Expenses that have been or will be reimbursed under any federal programs, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States of State unemployment funds.

- Reimbursement to donors for donated items or services.
- Workforce bonuses other than hazard pay or overtime.
- Severance pay or legal settlements.
- Damages covered by insurance.
- Per capita payments to residents of a particular jurisdiction without an assessment of individual need.

Components of the Disbursement Program:

As outlined in the Goodhue County CARES Act Funding Disbursement Program, you will find some of the salient policy components of how businesses and individuals can qualify for Program relief funds. Although not all the details have been resolved for some of the other Program dollars at this time, they will in the coming weeks. At this time, the CARES Act Funding Disbursement Program allocates:

- 44% or \$2.465m towards small business, agriculture, non-profits, churches, and hospital, clinics, assisted living, and nursing homes.
- 14% or \$800,000 towards housing assistance such as rental and mortgage assistance.
- 14% or \$800,000 directly related to various Health and Human Services Programs.
- 13.8% or \$776,000 towards New Housing initiative, Building Permit Reimbursement, and Septic System Permit Reimbursement.
- 4.5% or \$250,000 for Independent School Districts.
- 3.5% or \$200,000 towards reserves.
- 2.5% or \$145,000 towards General Government Building technology modifications and remote technology for County Board Members.
- 1.9% or \$108,000 towards HHS technology, workspace modifications, and customer transportation
- 1.8% or \$100,000 towards HHS salaries directly related to COVID-19.

Approving the following CARES Act Funding Disbursement Program will allow staff and its associates to begin to distribute the funds as outlined in the Program. Staff plans on bringing back updates to the Board at every Board meeting until the funds have been fully exhausted.

Attached you will find a copy of the CARES Act Funding Disbursement Program, Administration Contract with SEMMCHRA, Goodhue County Financial Assistance and Homeowner Stabilization Program for Renters and Homeowners, CEDA Contract for Professional Services, and CEDA Small Business Relief Funds Guidelines.

Recommendation:

Staff is recommending approval of the following:

1. CARES Act Funding Disbursement Program.
2. Administration Contract with SEMMCHRA
3. CEDA Contract for Professional Services

Goodhue County CARES Act Funding Disbursement Program

Purpose:

The purpose of the Goodhue County CARES Act Funding Disbursement Program is to develop and administer CARES Act programs that allow Goodhue County to timely disperse CARES Act Funds to the community in areas of qualified need as outlined by the CARES Act.

Program:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming, bipartisan support and signed into law on March 27th, 2020. This over \$2 trillion economic relief package delivers on the commitment to protecting the American people from the public health and economic impacts of COVID-19. The CARES Act is designed to provide fast and direct economic assistance for American workers, families, and small businesses, and preserve jobs for our American industries.

Section 5001 of the CARES Act establishes the \$150 billion Coronavirus Relief Fund (CRF), providing payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak. The CARES Act sets criteria that expenses must meet to be eligible for CRF funding. Goodhue County received **\$5,644,262** in CRF sent directly from the State. Below are some of the criteria that must be met in order to receive a portion of these funds along with an outline of how the funds will be allocated.

Policy:

Policy Components of the CARES Act Funding Disbursement Program include the following:

Administration:

- All Applicants will need to show loss or expense is a result of COVID-19. Correlation is not causation.
- Although the CARES Act is intended to assist many different needs, the County Board has the final authority as to how the funds will be distributed.
- Funds will be allocated towards specific programs for disbursement as outlined below.
- Updates will be brought back to County Board at their regularly scheduled Board meetings.
- The County will be using the MN Management and Budget COVID-19 for reference and guidance.

Application Guidelines:

- Performance or delivery must occur during the covered period but payment of funds need to be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred.)
- Covered Period for counties is between March 1st, 2020 and December 1st, 2020.
- Remaining balances of funds will be reallocated by October 31st to meet the December 1st, 2020 deadline.

- Applicants are not allowed to double-dip on said funds if they are receiving funds from DEED, another local, State or Federal agency, insurance, or some other type of funding.

Partnerships & Disbursement of Funds:

- To disseminate the funds in a timely manner, the County will contract out certain services to CEDA and SEMMCHRA as approved by the County Board.
- The County agrees to transfer funds to CEDA, SEMMCHRA and other groups as the County deems appropriate in lump sum disbursement amounts.
- Application guidelines are as outlined per program:
 - Initial \$10,000 maximum for small businesses and agriculture grants.
 - Initial \$10,000 maximum for non-profit organizations and church grants.
 - Initial \$10,000 maximum for hospitals, clinics, and nursing home grants.
 - Initial \$5,000 maximum for individual and family housing assistance grants.
 - Grants given to the various School Districts will vary based on requested need and on Goodhue County student count served.
 - Services through the County Health and Human Services will vary depending on need and request.
- Those partners that are assisting Goodhue County understand that they have to abide by the Federal CARES Act reporting and auditing criteria.
- CARES Act Funds would be dispersed to applicants on a First Come First Serve bases as funds are available within that specific area of the program.

New Housing Program Initiative:

- Within the Disbursement layout the County allocated up to \$720,000 to be used towards County payroll reimbursement, which is an eligible expense. However, the County would like to work with a construction trades program through one of the local high schools or colleges in an effort to have them construct a new home in 2021. The program amount is unknown but costs are estimated to be approximately \$170,000 for the program.
- Should the County not be able to secure a deal with a school to utilize said funds, then the funds would be reallocated to another program approved by the County Board.

Building and Septic Permit Reimbursement Initiative:

- Within the Disbursement layout the County allocated up to \$720,000 to be used towards County payroll reimbursement. However, the County would like to reimburse construction permits within Goodhue County with a program amount of \$550,000 for 2021. Eligible permit reimbursement would include construction permits for single family dwellings and multi-housing from all cities and townships within Goodhue County.
- Due to the Stay at Home Order, there has been an increase water usage at home which has stressed rural septic systems. In 2020, permits for septic system replacements have increased by 10%. Therefore, the County is proposing to reimburse up to 140 septic permits (\$400 apiece) in 2020 for a total of \$56,000.

Goodhue County CARES Act Funding Disbursement:

	Program Description	Program Administrator	Allocated Funds	Percent of Program
I.	Small Businesses Expenses and Interruption Includes Agriculture and other small businesses throughout Goodhue County.	CEDA	\$ 1,750,262	31.01%
II.	Non-Profits and Churches County Fair	CEDA	\$ 500,000 \$ 15,000	8.86% 0.27%
III.	Hospitals, Clinics, Assisted Care Facilities, & Nursing Homes COVID-19 PPE and Modifications	CEDA	\$ 200,000	3.54%
IV.	Housing Assistance Consumer grant programs to prevent overdue rent or mortgages and to provide emergency assistance.	SEMMCHRA	\$ 800,000	14.17%
V.	Goodhue County Health & Human Services	Goodhue HHS	\$ 800,000	14.17%
A.	Operating and COVID-19 Response Includes technology and facility modifications; and new vehicle for customer transportation.		\$ 108,000	1.91%
B.	Direct Customer Supports Contract tracing; emergency childcare; vouchers for hotel/motel stays, medications, diapers, food, etc.; mass testing and vaccination supplies; mental health service providers; assistance for Rural Broadband support, and new vehicles for customer transportation.			
C.	Community Agencies - For non-profits, service providers, and churches operating supports Includes assistance in employee training programs, unemployed benefits, disabled day treatment providers foster care families, and Three Rivers for safe transportation.			
D.	Community Agencies - For direct customer and programming supports Includes funding for educational and communication for outreach, COVID-19 testing; youth programming; community masks; and domestic and family violence.			
VI.	Independent School Districts Emergency Worker Childcare and other unfunded needs.	GH Finance	\$ 250,000	4.43%
VII.	Goodhue County	GH Finance		
	Payroll Reimbursement - to be used for housing and permit programs.		\$ 720,000	12.76%
	Septic System Replacement Permit Reimbursement		\$ 56,000	0.99%
	Payroll Reimbursement - to be used for County salaries in HHS.		\$ 100,000	1.77%
	Remote Technology for County Board		\$ 15,000	0.27%
	Remodel of Old Court Room and Second Floor at GC		\$ 100,000	1.77%
	Elections 20% Match Not Budgeted		\$ 10,000	0.18%
	FEMA 25% Match Not Budgeted		\$ 20,000	0.35%
VIII.	Reserves To be used for special programs that haven't been thought of at this time but could be reallocated later.	GH Finance	\$ 200,000	3.54%
			\$ 5,644,262	100.00%

ADMINISTRATION CONTRACT
WITH
SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY

This contract for Administrative Services, entered into on July ____, 2020, is between Goodhue County, Minnesota, (hereinafter referred to as the "Grantee") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, (hereinafter referred to as the "HRA").

WHEREAS: The Grantee has received the Federal CARES Act funding, (the "County CARES Act Grant") to fund and administer the County Financial Assistance and Homeowner Stabilization Program for Renters and Homeowners and the County Small Business Emergency Assistance Fund, respectively, (the "County Programs"), within the political jurisdiction of the Grantee; and

WHEREAS: The Grantee, which is a local unit of government, is awarded funds to provide financial assistance to address housing assistance to prevent homelessness and help maintain housing stability of individuals and families impacted by the public health related emergency to persons at or below 115% of state median income as well as to supplement basic needs such as utilities and food; and

WHEREAS: The Grantee desires to have the assistance of the HRA, which is a political subdivision of the State of Minnesota that has been authorized by the Grantee County to operate and serve as the housing and redevelopment authority within the Grantee County, in the administration of the County CARES Act Grant.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the Grantee and the HRA agree as follows:

1. The term of this contract is from August 1, 2020, through December 31, 2020, or as allowed to be extended by the funder source.
2. In consideration of financial reimbursement to be made as specifically described below and in accordance with the county CARES Act Grant, the HRA agrees to act as the Administering Agent for the Grantee. The Grantee agrees to pay an administrative fee to the HRA during the term of this Agreement in an amount not to exceed Fifteen (15%) percent of the County CARES Act Grant award for administration, provided that the HRA shall be paid start-up costs in the amount of \$2500, which shall be credited against the Fifteen (15%) percent administrative cost reimbursement allowed under the grant. Costs, including attorneys' fees and court costs, incurred as a consequence of administration of the County CARES Act Grant, will be included in the above administrative fee and will be collected from grant funds, but may not exceed any restrictions or limits placed on use of grant funds by the Federal Government, Grantor.
3. The HRA shall perform the activities in accordance with all applicable provisions of state and federal laws. The HRA shall perform its obligations and activities under this Agreement consistent with and in compliance with the Grantee's obligations under the Grant Agreement entered into with the Federal Government, including all amendments thereto.

4. Project Planning. The HRA will allocate the funds for eligible project uses in accordance with the respective Programs. The HRA will report the use of funds to the Grantee in a manner consistent with the original grant process.
5. Financial Record Keeping and Control. The HRA will keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
 - a. Annual Reports. The HRA shall prepare and maintain annual post close out reports, including records of individual activities and program recipients in the form and manner required by the Grantor.
 - b. Financial Reporting and Collection of Funds. For all collections of grant repayments made pursuant to this agreement, the HRA shall keep financial records to reconcile quarterly the bank account balance for individual loan payments from all grantees. This data will be provided to the Grantee, upon request, by the 15th of the month following the end of the quarter for accounting purposes.
 - c. Financial Reporting and Use of Funds. For all expenditures of funds made pursuant to this agreement, the HRA shall keep financial records and documents sufficient to evidence in proper detail the nature and propriety of the expenditure. Accounting methods for this program will meet the standards set forth in Common Rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". The annual uses of funds data will be provided to the Grantee by the 31st of January in the next calendar year for accounting purposes.
 - d. Audit and Inspection. Accounts and records related to the funds provided under this Agreement shall be accessible to authorized representatives of Federal government for the purposes of examination and audit. In addition, Grantee will give the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the funds.
6. For the purposes of this contract, the HRA shall be deemed an independent contractor and not an employee of the Grantee or the United States of America. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the Grantee or the United State of America. The HRA affirms that it has Workers' Compensation insurance as required by the State of Minnesota.
7. The HRA shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the Grantee.
8. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.

9. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
10. This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
11. The Grantee shall have full access to all records relating to the performance of this agreement.
12. In performing the provisions of this contract, the HRA agrees to comply with all Federal laws, and all applicable rules, regulations or standards established by any agency of the United States, which are now or hereafter promulgated.
13. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
14. The Grantee reserves the right to terminate this contract if the HRA fails to perform any of the provisions hereof. Such termination shall occur ninety (90) days after the HRA's receipt of written notice specifying the grounds thereof, unless, prior to the date, the HRA has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason by the Federal government, the Grantee may immediately terminate this contract without penalty or obligation upon written notice to the HRA.
15. Special Administrative Provisions. All records pertaining to this Agreement shall be maintained by the HRA for a period of at least seven (7) years after the expiration of the term of this Agreement.
16. The HRA further understands and agrees that it must be bound by Minnesota Statutes on data privacy with respect to "data on individuals" which collects, receives, stores, uses, creates or disseminates, pursuant to this Agreement. The HRA is a governmental unit that is subject to the Minnesota Data Practices Act, and nothing under this contract can waive or modify its obligation to comply with that Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

**SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

Buffy Beranek, Executive Director

GOODHUE COUNTY, MINNESOTA

Scott Arneson, Administrator

Goodhue County Financial Assistance and Homeowner Stabilization Program for Renters and Homeowners

There is an immediate need to support the residents of Goodhue County who have been or will be economically impacted by COVID19. Goodhue County has received federal funding through the CARES Act and targeted a portion of those fund to be used to support people to maintain their housing and supplement basic needs such as utilities and food. Financial assistance via the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) seeks to focus on core needs of those struggling due to the impacts of COVID19. The framework below generally shows how the SEMMCHRA plans to move funding into the community to those most in need with the primary focus providing assistance to prevent eviction and homeowners at risk of mortgage default and/or foreclosure as a result of economic hardship due to the COVID-19 pandemic.

Funding

Grants up to \$5,000 will be awarded to households on a first come, first serve basis.

The maximum assistance amount per household is the lesser of \$5,000 or the actual amount owed. Assistance may only be provided once per household.

Qualifications for COVID19 financial assistance

- CARES funds require demonstration that expenditures are necessary, incurred as a result of the COVID-19 pandemic, and incurred during the period between March 1 and December 30, 2020.
- Rent or own your primary housing anywhere in Goodhue County and are a resident or lawful permanent resident.
- Has a household income at or below 100% of the area median income (about \$103,400 for a household of four) before COVID-19.
- Current on housing and utilities as of March 1, 2020.
- Lost income due to COVID-19 that has not been replaced by unemployment insurance or other emergency assistance and this must be documented and certified by recipient.
- You are behind in housing and/or utility costs.
- Residents receiving subsidized housing or other rental assistance are not eligible for this service. Those that have utilized other forms of emergency assistance for the current month do not qualify for the current month.

- Assistance fund dollars may not be used to pay delinquent property taxes paid outside of a household's regular monthly mortgage payment, as permitted by the CARES Act.
- Delinquency or hardship in payment of home mortgage/loan, Home Owners Association (HOA) dues, or manufactured home community lot rent must occur between March 1 and December 15, 2020. Delinquent amounts owed before March 1, 2020, will not be paid with this assistance fund.
- Assistance funds will be applied to delinquent amounts of eligible expenses and up to 3 months of non-delinquent eligible expenses.
- Assistance is limited to home mortgage/loan, HOA dues, and manufactured home community lot rent on the household's primary residence within Goodhue County. If the primary residence contains a rental unit, the assistance may be applied to the entire property.
- When administratively feasible, assistance payments will be paid directly to the home mortgage servicer and/or HOA, or the homeowner must provide documentation the funds have been applied as intended
- Households requesting assistance must sign a certification stating the assistance is financially necessary, due to a COVID-19 related financial impact, and will be used as requested in the assistance application.
- Undocumented immigrants are not eligible for assistance.

Verifications to be collected

- Contact information for the landlord or mortgage/loan/HOA
- Mortgage statement
- Utility bills and or account numbers
- Documentation of total income from 2019 (Ask for a copy of their 1040)
- Income from the last 30 days – all sources
- Change of employment due to COVID-19
- Amount of rent/mortgage/HOA and/or utilities owed

Eligible Uses

The eligible uses for each housing type are listed below. The use of funds for each category are then listed in priority order.

Renters: Rent, security deposit, utilities, food

Homeowners (city limits): Mortgage payments, HOA dues, utilities, food

Homeowners (rural): Mortgage payments, utilities, septic pumping, food

Mobile homeowners (parks): chattel payments, lot rent, utilities, food

Grant Terms

- Up to \$5,000
- Terms will be included in a grant agreement, including expense documentation
- At least one housing counseling session will be required prior to distribution of funds

NOTE: The SEMMCHRA reserves the right to revise these guidelines as needed to best address the impact to residents of the current pandemic.

CEDA Contract for Professional Services

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter “CEDA”, and Goodhue County, a political subdivision of the State of Minnesota, hereafter “the County”, to define the terms by which CEDA shall provide technical and management expertise services to the County.

I. Agreement scope and purpose. The County hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the Authority more effectively accomplishing:

- * Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
- * Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
- * The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
- * The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well being of the community and/or for businesses who are unable to obtain financing from conventional sources

II. Services to be provided by CEDA. CEDA agrees to provide technical and management expertise in the form of staff, materials, and administrative capacity to the County. Staff’s services, associated materials, and administrative capacity will be provided in order to facilitate and support the accomplishment of the County’s undertakings to the ends described in the preceding paragraph. CEDA’s staff, materials, and administrative capacity shall be made available toward efforts in the following specific arenas of the County’s needs and operations:

- * With guidance and approval from the County, create program guidelines, application forms, and other associated materials to implement a “Small Business Relief Fund” program under the Federal CARES Act funding received by the County.
- * Implement and administer the “Small Business Relief Fund” Program on behalf of the County.
- * Assist applicants, manage and process applications, and ensure applications meet eligibility criteria set by the Federal CARES Act and County.
- * Review applications and make recommendations to the County as to applications that warrant funding.
- * Provide regular and timely reports to the County on program activity.
- * Provide information as needed to the County to ensure compliance with the Federal CARES Act reporting requirements.

III. Obligations of the Authority.

- A. The County shall reimburse CEDA for services provided to administer the Small Business Relief Fund program in an amount not to exceed 15% of the total amount awarded under the Small Business Relief Fund by the County.
- B. Expenses such as materials, mileage, and the like are included in the cost quoted in III (A) above.
- C. The County shall be responsible to provide payment to CEDA within 30 days.

IV. Obligations of CEDA.

- A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the County under this Agreement neither creates a release of CEDA staff to employment at the County nor makes such staff subject to supervision by the County.
- B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the County or to bind the County in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.
- C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the County with certification of such coverage.
- D. CEDA shall be responsible to invoice the County for staff time and materials provided under this Agreement on a monthly basis.

V. Period/Termination. The term of this Agreement is from August 1, 2020 through December 31, 2020. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the County or by the County to CEDA. Upon termination, the County shall be liable to pay CEDA for services performed and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

VI. Construction of Agreement. This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

GOODHUE COUNTY

By _____

Its _____

Date _____

By _____

Its _____

Date _____

COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES



By

Its CEO/President

Date July 24, 2020

CEDA

Community and Economic Development Associates

Small Business Relief Fund Guidelines

To provide emergency assistance to local small businesses in Goodhue County adversely impacted by the COVID-19 pandemic, the Goodhue County Small Business Relief Fund will provide grants of up to \$10,000 to small businesses most in need of support.

Funds will help small businesses pay for critical expenses such as rent payments, mortgage payments, utilities, payments to suppliers, and costs associated with reopening. Providing this support will increase the capacity of small businesses with a physical location in Goodhue County to survive the current crisis and will help prevent potential future blight scenarios.

We understand there is a cost to reopening your business safely. These grant funds can also be used to ensure your business can afford to operate while maintaining the social distancing guidelines for the safety of your employees and customers.

This program will be administered by Community and Economic Development Associates (CEDA) with direction from the Goodhue County Board of Commissioners and Economic Development Authority.

Terms

- Up to \$10,000 grant based on economic injury from COVID-19 and eligible expenses.
- Funds can be used for operating expenses, including rent payments, mortgage payments, utilities, payments to suppliers, or other critical non-payroll business expenses (including expenses related to reopening and staying safe) as approved by the fund administrator.

Eligible Businesses

Businesses must meet all of the following criteria as of March 1, 2020 to be eligible.

- Must be a business with an establishment in Goodhue County
- Must have been operating prior to March 1, 2020
- Must have appropriate licenses, in good standing with the Minnesota Secretary of State, and current on property taxes as of August 1, 2020, if applicable
- Must demonstrate a business loss since March 15, 2020
- Must demonstrate that any funds received through this program do not duplicate assistance received from other sources (e.g. PPP, EIDL, MN DEED, other city/county CARES Act funding, etc...)

Certain businesses are ineligible, including:

- Home-based businesses; those without a physical establishment, (except in-home childcare providers and ag-related businesses will be eligible)
- Corporate chains, multi-state chains
- Businesses in default conditions prior to February 29, 2020
- Businesses that primarily derive income from gambling
- Businesses that derive any income from adult entertainment
- Businesses that primarily sell pawned merchandise, guns, tobacco or vaping products
- Businesses that derive income from passive investments; business-to-business transactions; real estate transactions; property rentals or property management; billboards; or lobbying

In addition to the Goodhue County Small Business Relief Fund, businesses are strongly encouraged to apply for all available COVID-related funding. However, due to the limited amount of funding and in order to serve as many businesses as possible, businesses are ineligible to receive duplicative funds from the Goodhue County Small Business Relief Fund AND city, state, or other federal funds. Businesses receiving city, state, or federal relief funds are still eligible for the Goodhue County Small Business Relief fund, but must use County funds for eligible expenses other than those covered by city, state, or federal funds.

Application Process

- Application Forms will be accepted beginning _____ through October 31, 2020 at noon.
- Completed Application Forms can be emailed to _____.
- If applications exceed the funding available, the _____ will select grant recipients by _____.
- Upon notice of an approved application, applicants will be required to submit the following within 10 business days:
 - 2019 Federal Business Tax Return or appropriate Business Tax Schedule- based on entity type. Businesses that have not yet completed a 2019 Federal Return are eligible to apply and substitute other documentation of revenue.
 - Evidence of revenue loss related to the COVID 19 emergency. Applicants should submit documentation that best demonstrates the impact and is deemed acceptable to Program Administrator. Some examples of acceptable documentation include Sales Tax Reporting, Period Statements from 3rd-party Sales Platforms, Merchant Services Statements, and Point of Sale or Register reports.
 - Any additional documentation or information deemed necessary by the fund administrator to determine eligibility, generate documents, disburse grant proceeds, or meet program reporting requirements.
 - Failure to submit required documentation will result in forfeiture of the grant award.

Note: The Goodhue County Board of Commissioners reserves the right to revise these guidelines as needed to best address the impact of the current pandemic.