

STATE OF GEORGIA
COLUMBUS CONSOLIDATED GOVERNMENT

WRITTEN AGREEMENT FOR USE OF
AMERICAN RESCUE PLAN (ARP) ADMINISTRATION FUNDING

Between

COLUMBUS CONSOLIDATED GOVERNEMENT *and*
STARTUP COLUMBUS, INC.

**WRITTEN AGREEMENT FOR USE OF
AMERICAN RESCUE PLAN (ARP) FUNDING
BETWEEN
THE CONSOLIDATED
GOVERNMENT OF COLUMBUS, GEORGIA
And
STARTUP COLUMBUS, A GEORGIA CORPORATION
1718 2ND AVENUE
COLUMBUS, GA 31901**

THIS AGREEMENT entered this 1st day of **January, 2022** by and between **THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA** (herein called the "**CITY**") and **StartUp Columbus**. (herein called "**StartUp Columbus**").

WHEREAS, the **City** has received funds from the United States Government under H.R.1319 - American Rescue Plan Act of 2021

WHEREAS, the **City** wishes to engage **StartUp Columbus** to assist the **City** in administering such funds through small business economic relief, nonprofit relief, and hospitality/tourism grant activities;

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

I. SCOPE OF SERVICE

Agency:	STARTUP COLUMBUS
Activity Category	American Rescue Plan (ARP) Administration Small Business Economic Relief Grant Nonprofit Relief Grant Hospitality/Tourism Relief Grant

A. Activities

StartUp Columbus will be responsible for administering an American Rescue Plan Act for the following activities in a manner satisfactory to the **City** and consistent with any standards required as a condition of providing these funds. Such Program Delivery will include the following activities eligible under the American Rescue Plan Relief Grant Programs:

Goals and Performance Standards

StartUp Columbus will provide Technical Assistance and Economic Development Support for eligible entities under the American Rescue Plan Relief Grant Programs. Scope of performance includes the provision of technical assistance and space for entities to apply for grant funding. In addition, StartUp Columbus will provide recommendation of for profit businesses and nonprofit entities for funding by screening eligible clients for Grant funding which must be used for rent/mortgage, utility assistance and operational retrofitting.

*GOALS: StartUp via Technical and Operational Assistance and Economic Development Support for the American Rescue Plan (ARP) Economic Recovery Grant Programs over the course of the Fiscal Year 2022 and FY2023.

*PERFORMANCE: Startup Columbus will submit recommended clients to the American Rescue Plan team for funding

B. General Administration

STARTUP COLUMBUS shall provide to the **City** all records and documents as required for this activity. This shall include, but is not limited to:

- Providing local officials and citizens with information;
- Preparing program descriptions
- Development of systems for assuring compliance with American Rescue Plan (ARP) program requirements;
- Preparing reports and other documents related to the above activities;
- Evaluating program documents against stated objectives;
- Assist in the resolution of audit and monitoring findings; and
- Managing and supervising personnel whose primary responsibilities include such assignments as those described above;

Budget

Operational Expenses	\$150,000
Total	\$150,000

Performance Monitoring

The **CITY** will monitor the performance of **STARTUP COLUMBUS** against goals and performance standards as stated in I.A of this written agreement. Substandard performance as determined by the **CITY** will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by **STARTUP COLUMBUS** within a reasonable period of time after being notified by the **CITY**, contract suspension or termination procedures will be initiated. Failure to correct the sub-standard performance may also result in the repayment of previously reimbursed expenditures to the **City**. In addition, substandard performance will negatively impact future funding opportunities.

II. TIME OF PERFORMANCE

Service of **STARTUP COLUMBUS** shall start on the **first** day of **January 2022** and end on **June 30, 2023**. Final reimbursement request is due to the City no later than **July 12, 2023**. for expenses incurred through **June 30, 2023**.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the **CITY** under this contract shall not exceed **\$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph I.B herein and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

CITY

Pamela Hodge
Deputy City Manager
City of Columbus
P.O. Box 1340
Columbus, GA. 31901
(706)-225-3918

THE STARTUP COLUMBUS, A GEORGIA CORPORATION

Ben MacMinn
Executive Director
StartUp Columbus
1127 Broadway Suite B,
Columbus, GA. 31902
(706) 604-6122

V. SPECIAL CONDITIONS

STARTUP COLUMBUS agrees to comply with all applicable requirements of the American Rescue Plan Act of 2021 and all Federal regulations and policies issued pursuant to these regulations.

VI. GENERAL CONDITIONS

A. General Compliance

STARTUP COLUMBUS agrees to comply with all applicable Federal, State and Local laws and regulations governing the funds provided under this contract.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or principal/agent between the parties. **STARTUP COLUMBUS** shall at all times remain an independent contractor with respect to the services to be performed under this agreement.

C. Grantor Recognition

STARTUP COLUMBUS shall ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source.

D. Reallocation of funds, Termination, Suspension, Conditions

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in paragraph I.A. above may only be undertaken with the prior approval of the **City**. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by **STARTUP COLUMBUS** under this Agreement shall, at the option of the **City**, become the property of the **City**, and **STARTUP COLUMBUS** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The **City** may also suspend or terminate this Agreement, in whole or in part, if **STARTUP COLUMBUS** materially

fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the **City** may declare **STARTUP COLUMBUS** ineligible for any further participation in **City** contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe **STARTUP COLUMBUS** is in noncompliance with any applicable rules or regulations, the **City** may withhold all available contract funds until such time as **STARTUP COLUMBUS** is found to be in compliance by the **City** or is otherwise adjudicated to be in compliance. **STARTUP COLUMBUS** is entitled to a formal hearing before the **City** can withhold contract funds and/or suspend or terminate this Agreement due to a material failure on the part of **STARTUP COLUMBUS** to comply with any terms of this Agreement.

If, due to any cause, **STARTUP COLUMBUS** fails to comply with the terms, conditions or requirements of this Agreement, the **City** may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least **30** days prior to such action. In the case of Agreement violations by **STARTUP COLUMBUS**, the **City** may request that all or some of the grant funds be returned even if the **STARTUP COLUMBUS** has expended the funds. The request will be made in writing. **STARTUP COLUMBUS** agrees to return such funds as requested by the **City** within **30** days of receipt of the written request.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

STARTUP COLUMBUS agrees to comply with OMB Circular A-122 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

STARTUP COLUMBUS shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

STARTUP COLUMBUS shall provide all records required by the **City**, and that are pertinent to the activities to be funded under this Agreement to the American Rescue Plan team. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required determining the eligibility of activities;
- d. Financial records as required by OMB Circular A-122; and
- g. Other records necessary to document programmatic compliance.

2. Client Data

STARTUP COLUMBUS shall maintain client data demonstrating client eligibility for services provided. Such

data shall include, but not be limited to, client name, address, or other basis for determining eligibility, and description of service provided. Such information shall be made available to **City** monitors or their designers for review upon request. **STARTUP COLUMBUS** shall retain a hard copy (paper) file for each client served. **Client** data may be downloaded from the Neighborly Software Program.

3. **Property Records**

STARTUP COLUMBUS shall maintain real property inventory records which clearly identify property ownership or rentorship.

4. **Closeouts**

STARTUP COLUMBUS 's obligation to the **City** shall not end until all closeout requirements are completed under this Agreement. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the **City**) and determining the custodianship of records.

5. **Audits & Inspections**

All **STARTUP COLUMBUS** records with respect to any matters covered by this agreement shall be made available to the **City**, grantor agency, their designee or the Federal Government, at any time during normal business hours, as often as the **City** or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by **STARTUP COLUMBUS** within 30 days after receipt of a notice by the **City**. **STARTUP COLUMBUS** has the right to request a formal hearing to review any deficiencies within the 30 day period. Failure of **STARTUP COLUMBUS** to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. **STARTUP COLUMBUS** hereby agrees to have an annual agency audit conducted in accordance with current **City** policy concerning **STARTUP COLUMBUS** audits.

C. **Reporting and Payment Procedures**

1. **Budgets**

The **City** and **STARTUP COLUMBUS** may agree to revise the budget from time to time in accordance with existing **City** policies. This Agreement may be amended upon authorization from American Rescue Plan Management Team, such as a change of moving funding from one budget line to another, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, provided that all amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the American Rescue Plan Management Team. Such amendments shall not invalidate this Agreement, nor relieve or release **City** or **STARTUP COLUMBUS** from each of its obligations under this Agreement.

2. **Indirect Procedures**

If indirect costs are charged, **STARTUP COLUMBUS** will develop an indirect cost allocation plan for determining the appropriate **City** share of administrative costs and shall submit such plan to the **City** for approval.

3. **Payment Procedures**

The **City** will reimburse to **STARTUP COLUMBUS** funds available under this contract based upon reimbursement requests submitted by **STARTUP COLUMBUS** into the Neighborly Software Program by the 15th of each month and consistent with any approved budget and **City** policy concerning payments, with the exception of certain advances. The **City** in accordance with advance fund and program income balances available in **STARTUP COLUMBUS** accounts will adjust payments. In addition, the **City** reserves the right to liquidate funds available under this contract for costs incurred by the **City** on behalf of **STARTUP COLUMBUS**.

D. Procurement

1. **Compliance**

STARTUP COLUMBUS shall comply with current **City** policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **City** upon termination of this contract.

2. **OMB Standards**

STARTUP COLUMBUS shall procure materials in accordance with the requirements of OMB Circular A-122, Procurement Standards, and shall subsequently follow all laws pertaining to Property Management Standards, covering utilization and disposal of property.

3. **Travel**

No travel reimbursement is authorized under this contract.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights, Affirmative Action and Employment

STARTUP COLUMBUS agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Occupational Safety and Health Act of 1970, Davis-Bacon Act as amended, the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u., Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and any Federal regulations issued pursuant thereto insofar as they apply to the performance of

STARTUP COLUMBUS under this Agreement. The **City** shall provide **STARTUP COLUMBUS** with any guidelines and technical assistance necessary for compliance.

B. Conduct

1. **Assignments or Transfer**

STARTUP COLUMBUS shall not assign or transfer any interest in this contract without the prior written consent of the **City** thereto; provided, however, that claims for money due or to become due to **STARTUP COLUMBUS** from the **City** under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **City**.

2. **Hatch Act**

STARTUP COLUMBUS agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

3. **Subcontracts**

a. **Approvals**

STARTUP COLUMBUS shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **City** prior to the execution of such agreement.

b. **Monitoring**

STARTUP COLUMBUS will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content**

STARTUP COLUMBUS shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. **Selection Process**

STARTUP COLUMBUS shall undertake to ensure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all Subcontracts shall be forwarded to the **City** along with documentation concerning the selection process.

4. **Copyright**

If this contract results in any copyrightable material, the **City** and/or grantor agency reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

5. **Religious Organization**

STARTUP COLUMBUS agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

IX. SEVERABILITY

If any provision of this Contract shall be held void, invalid or inoperative, no other provision of this Contract shall be affected as a result thereof, and accordingly, the remaining provisions of this Contract shall remain in full force and effect as though such void, invalid or inoperative provision had not been contained herein.

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IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below, and the Official Seal of the Governing Authority has been affixed.

For the City of Columbus

For STARTUP COLUMBUS



By: _____
(Signature)

Isaiah Hugley, City Manager
(Typed Name/Title)

By: _____
(Signature)

_____, Executive Director
(Typed Name/Title)

[Impress City Seal Here]

For Attestation

By: _____
(Signature)

Sandra Davis, Clerk of Council
(Typed Name/Title)

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