

**Memorandum of Understanding for Small Business Rapid Deployment Fund**

This Memorandum of Understanding (the “**Agreement**”) is made and entered into between \_\_\_\_\_ (the “**Recipient**”) and the St. Louis Economic Development Partnership (the “**Partnership**”). For purposes of this Agreement, Recipient is the legal business entity for which funding is requested.

1. **Acknowledgment.** Recipient acknowledges that the Small Business Rapid Deployment Fund (the “**Fund**”) is funded by amounts that the United States Department of the Treasury (“**Treasury**”) paid to St. Louis County (the “**County**”) from the Coronavirus Relief Fund (the “**CRF**”), established under Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, and that amounts distributed from the Fund are therefore subject to certain conditions, limitations, rules, and requirements.

2. **Use of the Award.** Recipient shall use amounts paid to it from the Small Business Rapid Deployment Fund (the “**Award**”) only to cover necessary and unreimbursed business costs that Recipient incurred as a result of the COVID-19 public health emergency between April 1, 2020 and December 16, 2020, including costs of business interruption caused by the COVID-19 public health emergency, consistent with the duly executed Certification attached hereto as **Exhibit A** (the “**Certification**”).

3. **Repayment of Award.** Recipient shall immediately repay to the Partnership, upon demand, any amount of the Award that the Partnership, the County, Treasury, the Treasury Office of Inspector General, or any other appropriate governmental authority, including any court, determines were used in violation of this Agreement and the Certification, or in the event any of the statements of Recipient in the Certification are untrue as of the time of Certification.

4. **Books and Records.** Recipient shall generate and maintain, in accordance with appropriate accounting practices and procedures, documents and financial records to demonstrate that the Award was used in accordance with the terms and conditions of this Agreement and the Certification, including, without limitation, general and subsidiary ledgers to account for receipt and use of the Award, receipts, invoices, and payroll records. Recipient shall retain originals of those documents and records for at least five (5) years from the date Recipient makes its final payment or reimbursement using an amount from the Award.

5. **Audit Rights.** The Partnership and the County, including their respective designated representatives and advisors, may conduct audits of Recipient on reasonable written notice to evaluate compliance with the requirements applicable to the Award, including this Agreement and the Certification. Recipient shall cooperate with the Partnership and the County, including their respective representatives and advisors, in performance of any such audit, and make documents and information available to the Partnership and the County when requested.

**RECIPIENT**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ST. LOUIS ECONOMIC DEVELOPMENT PARTNERSHIP**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: **Rodney Crim**

Title: **Chief Executive Officer**