

**CORONAVIRUS RELIEF FUND MEMORANDUM OF AGREEMENT
(FOR COUNTY USE WITH CITIES, TOWNSHIPS, SCHOOL DISTRICTS, WATER
DISTRICTS, AND OTHER PUBLIC ENTITIES)**

This Memorandum of Agreement (“Agreement” or “MOA”) is made by and between the County of _____, Kansas (the “County”) and the Awardee indicated below to set out the parties’ mutual understanding as to the use of funds provided by the County to the Awardee.

RECITALS

WHEREAS, The State of Kansas is facing both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens, including citizens in the County; and

WHEREAS, the federal government, pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) created the Coronavirus Relief Fund (“CRF”) and provided moneys to the State of Kansas for expenditures necessary because of the public health emergency, including expenditures to promote public health and education and provide economic support for small businesses and others affected by business interruption; and

WHEREAS, the County passed a Resolution on _____ **[INSERT DATE]** (“the Resolution”) in which it agreed to accept CRF funds from the State and to use and distribute those funds in a manner that complies with the terms of the CARES Act and the Resolution, and the State of Kansas provided the County with CRF funds; and

WHEREAS the Awardee submitted an application and/or request for CRF funds for expenditures necessary due to the public health emergency, that application was approved by the County, and the County seeks to provide CRF funds to the Awardee subject to the terms of this Agreement;

Therefore, the parties understand and agree as follows:

1. CARES Act. The County and Awarded understand and agree that pursuant to the CARES Act, as codified in 42 U.S.C. § 801, CRF funds may only be used for costs that:
 - a) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
 - b) were not accounted for in the budget most recently approved as of March 27, 2020; and

c) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 (the "Covered Period").

2. The Application. Awardee's application and request for CRF Funds, as approved by the County, is attached hereto ("the Application") and incorporated herein. The parties agree that the expenditures described in the Application are necessary due to the public health emergency with respect to COVID-19 and were not expenditures that were included in Awardee's original budget as of March 27, 2020. Awardee agrees that it will use the CRF funds provided under this Agreement in a manner that is substantially consistent with the Application. Awardee further agrees that all such expenditures will comply with all applicable provisions of the CARES Act and any and all reasonable and lawful guidance issued by the United States Department of the Treasury as it relates to use of the CRF funds.

3. Payment. The County will promptly transmit to Awardee the amount of \$ _____ (the "CRF Funds") after receipt of this Agreement executed by Awardee.

4. Limitation on Use of Funds. Awardee represents and warrants that the Application does not seek funds for expenses for which the Awardee has already received reimbursement (including insurance) and that it will not use the CRF Funds for any expenditure for which it has received or will receive any other federal funding, including any other funding provided by the CARES Act. If Awardee receives other reimbursement for any expense for which the County has provided CRF Funds to Awardee, Awardee shall repay the County the amount of that expense within fourteen (14) days.

5. Reporting. Awardee acknowledges and agrees that CRF Funds are subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance (2 C.F.R. Part 200), 2.C.F.R. § 200.303 and §§ 200.330 through 200.332 and subpart F and that the applicable Catalog of Federal Domestic Assistance (CFDA) number is 21.019.

6. Expenditures. Awardee shall comply with all of its applicable procurement rules and shall exercise all due care in administering CRF Funds, keeping in mind the nature of the public health emergency and federal restrictions on the use of CRF Funds.

a) Purchases. Awardee shall maintain copies of invoices, purchase orders, receipts and other documentation sufficient to demonstrate the items purchased, their purchase price, date of order and delivery, and the use of the item(s) purchased.

b) Payroll. Awardee shall maintain records that are sufficient to support salary expenditures for any and all individual employees charged to CRF Funds, if any, including documentation indicating demonstrating the duties being performed by that employee for the relevant time period and their relationship to the public health emergency. In accordance with the Application and federal guidance, Awardee shall ensure that no more than 100% of an employee's time is charged to reimbursed programs. Awardee acknowledges that payroll expenditures should be limited to those employees whose

services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

c) Administrative Costs. CRF Funds will not be used for any administrative or overhead costs and will instead be used entirely for direct COVID-19 related costs, except (1) costs specifically related to the administration of CRF funding by subrecipient, and (2) costs for additional personnel or outside contractors hired or contracted for the specific purposes of administering a program utilizing CRF Funds. CRF Funds may not be used for payroll costs for employees whose positions were budgeted as of March 27, 2020.

d) Travel. Costs incurred for travel shall be considered reasonable, allowable, and allocable only to the extent they do not exceed on a daily basis the maximum per diem, lodging, and mileage rates in effect on the day of travel as set forth in travel regulations of the State of Kansas.

7. Record Retention. Awardee shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of the CARES Act, and Awardee shall provide such records to the County promptly upon written request by the County. Such records shall be maintained not less than five (5) years after the termination of this agreement.

8. Reporting. Awardee will submit to the County sufficient information regarding its use of the CRF Funds that the County may meet its reporting obligations, including the reporting expectations of the United States Department of the Treasury as set forth in Memoranda OIG-CA-20-021 and OIG-CA-20-025. Awardee's reports will be in the form reasonably requested by the County and shall provide such further information as may be reasonably requested by the County. Awardee shall provide a final report, including an accounting for all expenditures of CRF Funds, on or before the date of expiration of this Agreement.

9. Unspent Funds. Under current law, CRF Funds for which no expenditure is incurred during the Covered Period must be returned to the United States Department of the Treasury. CRF Funds for which no qualified expenditure has been or is planned to be incurred by October 15, 2020, or for which delivery or performance cannot occur before December 30, 2020, shall be returned to the County on or before November 1, 2020.

10. Transparency. All Awardee reports regarding implementation of the Application and use of the CRF Funds under this Agreement will be made publicly available by the County.

11. Termination of Agreement. The County may terminate this Agreement, in whole or in part, if Awardee has failed to comply with the conditions of the Agreement, the Application, or subsequent amendments. In the event of termination by the County, any portion of the CRF Funds not expended or encumbered at the time of termination shall be returned to the County within seven (7) days. If the Agreement is terminated by the County, Awardee shall provide a final report within 45 days after receiving notice of termination.

12. Audit. As provided in 42 U.S.C. § 801(f), the Inspector General of the Department of the Treasury is authorized to determine whether CRF payments have been used for eligible purposes. CRF Fund payments that are deemed to have been used for ineligible purposes are treated as a debt owed to the federal government, and for which the County may be liable to the State of Kansas. Authorized representatives of the County, the State of Kansas, and the Inspector General of the United States Department of the Treasury shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by Awardee pertaining to the administration of this Agreement and the receipt and expenditure of CRF Funds as may be necessary to make audits, examinations, excerpts, and transcripts for a period of five (5) years after the termination of this Agreement. Awardee agrees to be responsible for any debt incurred to the State of Kansas due to ineligible expenditures of CRF Funds.

13. Term. This Agreement shall be in effect through October 15, 2021, but Awardee's obligations set forth in paragraphs 7 (Record Retention) and 12 (Audit) shall continue beyond the termination or expiration of this Agreement.

14. Notice. All notices, demands, requests or other communications which may be required or desired to be given by either party shall be in writing and shall be made by personal delivery or by United States mail, postage prepaid. Notice shall be presumed to have been received within three days of mailing. Notices to Awardee shall be provided to the name and address listed below. Notices to County shall be provided to:

[INSERT NAME AND ADDRESS FOR APPROPRIATE COUNTY OFFICIAL]

15. Modification. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable Federal statutes, regulations, or guidance regarding the use of CRF funds, this Agreement shall be deemed to be amended when the statutory requirements for use of CRF funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

16. Representative's Authority to Contract. By signing this contract, the representative of Awardee represents that such person is duly authorized by Awardee to execute this contract on behalf of Awardee and that Awardee agrees to be bound by the provisions thereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Jurisdiction and venue for any suit arising out of or related to this Agreement shall be in Kansas district court located in the County.

18. Counterparts. The MOA may be executed in one or more counterparts, each of which shall constitute an original of the MOA, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

19. Certification. By signing below, Awardee's representative certifies that he or she has ready the Awardee's Application, that the information and statements provided in the Application are true and correct to the best of my knowledge, that the expenses and costs identified in the Application are eligible for CRF funds, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document or the Application could subject me to liability under the Kansas False Claims Act and Federal False Claims Act as well as criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and state law.

COUNTY

AWARDEE

**[ADD COUNTY CONTACT
INFORMATION]**

Name of Awardee

Address

City, State, ZIP

Name of Authorized Representative

Date: _____

Date: _____

Exhibit A – AWARDEE’S APPLICATION FOR CRF FUNDS.
AS APPROVED BY THE COUNTY