

FINNEY COUNTY KANSAS



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN:

FINNEY COUNTY, KANSAS AND **FOR**
FUNDING PROVIDED FOR RECOVERY FROM THE COVID-19 CRISIS; ADMINISTERED BY THE
STRENGTHENING PEOPLE AND REVITALIZING KANSAS (SPARK) TASKFORCE AS AUTHORIZED BY THE
STATE FINANCE COUNCIL.

This Memorandum of Understanding, hereinafter “the agreement”, is entered into this _____ of _____, 2020 by and between Finney County (“the County”), herein represented by its County Administrator, Robert Reece; and _____, (“the Entity”) herein represented by its _____; collectively the “Parties”.

I. RECITALS

Whereas, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared a national emergency that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020;

Whereas, under the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, signed into law March 27, 2020 (Pub. L 116-163), \$1.25 billion was allocated by the United States Treasury to the State of Kansas to combat the spread of COVID-19 and recover from its impacts.

Whereas; on June 16, 2020, the State Finance Council approved the Strengthening People and Revitalizing Kansas (SPARK) Taskforce’s proposal to distribute \$10,924,655.00 to Finney County to help address the health and economic challenges inflicted by COVID-19 based on Finney’s population and impact from COVID19 with funds provided for reimbursement of COVID-19 related costs and as direct aid unless otherwise approved by the SPARK Taskforce.

Whereas, on July 06, 2020, Finney County entered into an agreement accepting the funds appropriated to Finney by the State of Kansas through the State’s Coronavirus Relief Fund (“COVID-19 funds”).

Whereas; the Parties wish to enter into a joint agreement for reimbursement of planned or expected expenditures to address impacts of or recovery from COVID-19 or expenditures to mitigate the spread of COVID-19 and/or for the administration and implementation of programs or projects to be funded by COVID-19 funds.

II. GENERAL INFORMATION

1. This Agreement sets forth the basic terms upon which the Parties would be prepared to enter into a formal agreement with each other to carry out a portion of the Federal Award described in the

above recitals and establishes the terms and conditions for the reimbursement of eligible expenditures completed from March 1, 2020 to July 31, 2020.

2. The formal agreement shall be drafted and updated to reflect specific budget, terms, provisions, and scope of work to be undertaken by the Entity and funded by COVID-19 funds.
3. Now therefore, in consideration of the need to slow the spread of COVID-19 and to recover from its impacts, the Parties mutually agree as follows:

III. MUTUAL AGREEMENTS

A. General Administration

- i. The Parties agree to cooperate and participate fully and in good faith to develop the Formal Agreement.
- ii. None of the services or funding described in the recitals section herein shall be deemed to be a commitment of funds and no such funds shall be committed until such a time as the Formal Agreement is executed or such a time when a request for reimbursement of funds submitted by the Entity is approved for payment by the County.
- iii. The Entity shall act in accordance with Pub. L 116-163. The County shall not reimburse any cost incurred for CARES Act ineligible activities; nor shall it request reimbursement of any ineligible costs, including but not limited to those inconsistent with 42 U.S.C. § 801(d).

B. Term

- i. The term of this Memorandum commences on the Effective Date and expires the earlier of: (i) December 31, 2020; (ii) the date as of which the Formal Agreement is executed; or (iii) such later date as the Parties may agree to in writing and duly signed by both Parties.

C. Budget

- i. This Agreement does not commit any funding to the Entity. The Parties shall collaborate to develop a budget to be included in the Formal Agreement. The Entity shall provide budget information in a timely fashion in the form and content prescribed by the County.

D. Requests for Reimbursement

- i. The Entity shall submit to the County requests for reimbursement under this Agreement in the form and content prescribed by the County. Each request for reimbursement must be adequately supported to justify payment.
- ii. The Entity shall be responsible to correct any errors, deficiencies, or omissions in requests for reimbursement as identified by the County in a timely fashion. If the Entity fails to furnish such requested information in a timely manner, the County may deny the request for reimbursement.
- iii. An authorized representative of the County will review each submitted request for reimbursement and if deemed adequate, will approve and issue payment. Payments to the Entity shall be made by electronic funds transfer (EFT). The County reserves the right to deny requests for payment at its sole discretion.

E. Payment

- i. The Entity shall provide the County with information required to issue electronic payments, including, but not limited to: bank account number, routing number, name and contact information of financial institution.
- ii. Payment shall be issued only for requests for reimbursement duly approved and authorized by a County representative. The County may issue payment in full or in part for submitted requests for reimbursement.
- iii. No payment shall be issued for any cost incurred that is deemed to be not adequately supported, ineligible, not reasonable, or otherwise inconsistent with governing Federal, State, or Local laws or regulations.

F. Availability of Funds

- i. The funds anticipated for fulfilling the Formal Agreement pursuant to this Agreement and funds for fulfilling approved requests for reimbursement are conditioned upon the receipt of Federal funds authorized under the CARES Act, distributed by the State of Kansas. If the funds anticipated are not forthcoming or insufficient, either through a failure of the Federal government or State of Kansas to provide funds or the discontinuance or material alteration of the Act under which funds were provided, or if funds are not otherwise available to the County, the County reserves the right to forego creation and/or execution of a Formal Agreement pursuant to this Agreement or to terminate this Agreement.
- ii. COVID-19 funds allocated to the County are limited. The County shall not authorize payment for requests for reimbursement or approve planned expenditures in excess of the County's allocated COVID-19 funds, as may be amended from time to time, regardless of the timing of submission of request for reimbursement or request for approval of planned expenditure. Requests for reimbursement and approval of planned expenditures are subject to availability of County COVID-19 funds.
- iii. As COVID-19 funds are limited, the County reserves the right to prioritize requests for reimbursement at its sole discretion. Prioritized requests for reimbursement may be reviewed and/or fulfilled prior to non-prioritized requests.
- iv. COVID-19 funds contemplated under this Agreement are Federal funds. All COVID-19 funds are subject to audit, disallowance, and repayment in the event expenditures are found to be ineligible, unallowable, unnecessary, unreasonable, or a duplication of benefits.

G. Amendments and Termination

- i. This Agreement may be amended provided that such amendments are executed in writing and signed by a duly authorized representative of each Party.
- ii. Applicable policies, procedures, regulations, requirements or guidelines, whether existing or to be established, and any changes or amendments thereof shall be deemed incorporated by reference to this Agreement without need to execute a written and signed amendment.
- iii. The County may terminate this Agreement, in whole or in part, at the County's sole discretion, with or without cause, at any time. If the County terminates the Agreement,

the County shall deliver a written notice of termination to the Entity specifying the extent to which the Agreement is terminated, and the effective date of termination.

H. Compliance with Federal Statutes, Regulations, and Local Requirements

- i. The Entity agrees to carry out its responsibilities under this Agreement in compliance with all applicable Federal, State, and Local laws, policies, procedures, requirements, regulations, and guidance.
- ii. It is the responsibility of the Entity to remain informed of applicable laws, policies, procedures, requirements, regulations and guidance, as may be amended or altered from time to time.

I. Access to Records

- i. The Entity shall maintain all records required by applicable law as well as any records required to be maintained by the County or the State of Kansas.
- ii. The Entity shall furnish and compel any third party acting on behalf of the Entity to furnish any and all information requested or required by the County, the State of Kansas, or authorized Federal officials for purposes of ascertaining compliance with the rules, regulations, and provisions stated herein.
- iii. Should the Entity collect or otherwise possess sensitive personally identifiable information (PII) as a result of activities undertaken related to this Agreement, the Entity shall be responsible to take reasonable measures to safeguard and protect said PII.

[SIGNATURE PAGE FOLLOWS]

Finney County, Kansas

By: _____
(Print Name)

(Signature)

By: _____
(Print Name)

(Signature)

Attest

By: _____
(Print Name)

(Signature)



ACH Entry Authorization Authorization Agreement for Direct Deposits/Direct Payments

I (we) hereby authorize Finney County Treasurer, hereinafter called COMPANY, to initiate CCD credit/debit entries to my (our) Checking Account Savings Account (select one) indicated below at the depository financial institution name below, hereafter called DEPOSITORY, and to credit/debit the same such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law and NACHA Operating Rules.

Depository Name

Transit / ABA No.

Account No.

Please attach a voided check, account verification letter, or a copy of your savings account card to this document.

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination fourteen (14) days prior to the next scheduled origination date.

Name

Signature

Date

Name

Signature

Date