

Riley County, Kansas Coronavirus Relief Fund Grant Agreement

- 1. Purpose of Agreement.** The purpose of this grant agreement by and between Riley County, a municipal corporation (“the County”) and _____, a non-profit or not-for-profit organization in Riley County, Kansas under section 501(c)(3) of the Internal Revenue Code, (“Agreement”) is to set forth the terms and conditions under which the County will provide _____ (“Recipient”) with \$_____ as a grant to pay or reimburse necessary expenditures incurred due to the COVID-19 emergency for the period of March 1, 2020 through November 2, 2020.
- 2. Scope of Eligible Expenditures.** Grant funds may only be used to pay or reimburse eligible expenditures as described in **Attachment A** (“Federal Terms and Conditions”), consistent with Resolution 070920-32 and as detailed in **Attachment C** (“Program Scope of Work”). No grant funds may be used to pay or reimburse costs reimbursed under any other federal or state program.
- 3. Recipient Responsibilities.** The grant funds provided herein are an allocation of the coronavirus relief fund, as created in section 5001 of H.R. 748, of the CARES Act. Recipient agrees to administer the grant proceeds consistent with this Agreement, in accordance with the applicable provisions of the CARES Act, any future applicable guidance issued by the U.S. Department of Treasury and any other applicable federal provisions, as currently described at **Attachment A - Federal Terms and Conditions**. Recipient shall provide the County with certification **Attachment B** (“Affidavit”) that grant funds were used for eligible expenditures.
- 4. Maintenance of Records.** Recipient shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County, and consistent with the Federal Terms and for a period of six (6) years to ensure proper accounting for all grant funds and compliance with this Agreement. Recipient acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Recipient shall agree that the County or any duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Recipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.
- 5. Repayment of Funds.** If Recipient has unspent grant proceeds as of November 30, 2020, Recipient shall forfeit all unspent grant proceeds to the County for reallocation. If any funds provided to recipient were used in a manner that is not consistent or allowable as outlined in this agreement or in **Attachment A**, recipient shall return funds to County in the amount determined to be ineligible.
- 6. Conflict of Interest.** Recipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the program, are barred from any interest, direct or indirect, in any grant or proceeds of the program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.
- 7. Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The venue of any suit or arbitration arising under this Agreement shall be in Riley County, Kansas.

8. Indemnification; Recoupment. Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Recipient, its directors, officers, employees, or agents, relating in any way to the Recipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Recipient further agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Recipient's failure, for any reason, to comply with the terms of this Agreement.

| | | | |
|-------------------|-----------------------------|-------------------|--|
| COUNTY | Riley County, Kansas | RECIPIENT | |
| Name: | | Name: | |
| Title: | | Title: | |
| Signature: | | Signature: | |
| Date: | | Date: | |

Attachments that are a part of this document:
 Attachment A – Federal Terms and Conditions
 Attachment B - Affidavit
 Attachment C – Program Scope of Work

Riley County Non Profit Assistance Program Grant Agreement

ATTACHMENT A – Federal Terms and Conditions

This agreement includes every provision and clause deemed to be relevant, as required by federal law. Riley County can amend the agreement to include additional clauses if needed. The agreement shall be read and enforced as if all federal provisions and clauses have been included.

For the purposes of this agreement, the “Recipient” is the non-profit organization located in Riley County that has been affected by COVID-19-related public health closures and has been chosen to receive grant funds for business-related expenses.

Coronavirus Relief Fund, Section 5001 CARES Act

The funds provided to the Recipient are available under section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act. The Recipient certifies that the funds under this Agreement shall only be used to cover costs that:

- Are necessary expenditures incurred due to the COVID-19 public health emergency; and
- Were incurred between March 1, 2020 and November 2, 2020.

1. GRANT ELIGIBLE EXPENSES. Grant funds must be used to support the Recipient’s business activities as they related to COVID-19 closures and public health orders. These may include:

- a. Accounts payable, including utilities, vendors, suppliers and working capital expenses.
- b. Rent/mortgage to a non-related party for the Recipient’s business operating space.
- c. Operating space modifications necessary for public and employee safety:
 - i. Supplies and installation expenses for items such as plexiglass, plastic or other barriers, markers, signage, etc.
 - ii. Supplies and installation to create outdoor spaces to conduct business.
- d. Consulting services in support of the organization’s operation and/or mission.
- e. Sanitation supplies or sanitization costs for the operating space of Recipient’s business or entities supported by the Recipient’s business.
- f. Internet technology consulting or equipment purchases to enable the Recipient’s business to be conducted on the internet.
- g. Marketing materials for the Recipient’s business.
 - i. Tourism focus materials, marketing that targets reopening, promotion, social media, etc.
- h. Other eligible expenses as approved by Riley County or its agent.

Riley County Non Profit Assistance Program Grant Agreement

2. INELIGIBLE EXPENSES. Non-allowable expenditures include, but are not limited to:
- a. Providing funds, directly or indirectly, to board members.
 - b. Payroll expenses/employee pay, severance pay; this includes payments to 1099 employees and/or those identified as subcontractors.
 - c. The payment of any local, state or federal tax obligations, including property tax.
 - d. To finance a project, activity and or location primarily located outside the geographic boundaries of Riley County, Kansas.
 - e. Any expense already satisfied or will be satisfied by local, state and/or federal loan/grant programs.
 - f. Any expense covered with any type of business insurance.
 - g. Payment of debt.
 - h. Reimbursement to a donor for donated items or services.
 - i. Legal settlements.

3. Recipient's REPRESENTATIONS, WARRANTIES, COVENANTS AND/OR AGREEMENTS

The Recipient represents, warrants, covenants, and/or agrees that:

- a. The business was in operation before the public health related closures and orders imposed by the Kansas State Governor and Riley County Public Health Officer;
- b. The expenditures are a result of, response to, or mitigation of COVID-19-related closures or health orders;
- c. All information provided is true, correct, and complete in all material respects and accurately represents the Recipient's financial condition on the date of the application submission;
- d. There are no currently pending or, to Recipient's knowledge, threatened litigation, arbitration, or other proceedings involving the Recipient before any court, commission, or other administrative authority, including the Internal Revenue Service;
- e. The Recipient has not applied for, has no plans to apply for, and has not received any additional payments for the specific expenses and losses listed in this Grant award; and
- f. At any time, the Recipient shall furnish any documentation reasonably requested by Riley County, to substantiate the eligibility of costs and losses listed in this Grant award.

Printed Name

Signature

AFFIDAVIT
Attachment B

STATE OF KANSAS, COUNTY OF RILEY:

_____, of lawful age, having been duly sworn upon oath, states:

1. AFFIANT states that he/she has authority to transact business for _____
(Name of Awardee).

2. AFFIANT states that as an awardee of the Non-profit Grant Program,
_____ (Name of Awardee) is current with all federal, state and local taxes owed.

3. AFFIANT states that _____ (Name of Awardee) is responsible for following the rules, regulations, and contract stipulations of loan and grant programs regardless of the source of funds; furthermore, that it is the responsibility of _____ (Name of Awardee) to use and report on all funds appropriately, whether sourced from local, County, State, and/or Federal government programs, such as those programs funded by the CARES Act.

4. AFFIANT states that _____ (Name of Awardee) shall forfeit to Riley County, Kansas all Non-profit Grant Program funds awarded _____ (Name of Awardee) by November 30, 2020 which have not been spent by that date in accordance with program guidelines and the grant contract.

5. AFFIANT states that _____ (Name of Awardee) is solely responsible for properly reporting and paying all local, state and federal tax obligations resulting from their award and/or expenditures under the Non-profit Grant Program.

6. AFFIANT states that if _____ (Name of Awardee) fails to use its award as required by the Non-profit Grant Program guidelines or grant contract, or fails to forfeit unused funds to Riley County as required by program guidelines or the grant contract, that may result in legal action against _____ (Name of Awardee), including but not limited to criminal prosecution.

Further affiant says not.

Chairman/President/CEO

Subscribed and sworn to before me, a notary public, on this _____ day of _____, 2020

Notary Public

My appointment expires:

COVID-19 NON-PROFIT GRANT PROGRAM SCOPE OF WORK

Attachment C

Program Outline

To provide non-profit organizations in Riley County with support as relief due to disruptions caused by the COVID-19 global pandemic, Riley County government is making available \$500,000 to support qualified eligible Non-profit organizations. Grants are being offered as a result of acute changes in economic conditions, needs, and resources as well as the availability of state and federal relief programs.

Qualified eligible organizations may receive up to \$25,000 on a first come, first serve basis. The application window for the Riley County CARES non-profit organization grant program will open on September 16, 2020 at 10 a.m. and close on November 2, 2020 at 5 p.m.

Program Guidelines for Riley County Non-Profit Organization Grant Program

Eligible applicants must meet the following criteria:

- Be a non-profit organization with a physical location in Riley County, Kansas and was in operation in Riley County, KS on or before March 1, 2020, is still in operation when the grant funds are received and has experienced disruption due to the COVID-19 global pandemic
- Employed and paying no more than 50 FTE employees as of March 1, 2020 (subcontractors and/or 1099 employees should not be included in the employee count)
- Has experienced organization interruption as a result of the COVID-19 public health emergency
- Is not part of a bigger organization with more than 50 full-time equivalent employees

Grant Awards and Eligible Costs

Grant awards are as follows for eligible applicants:

- Qualified eligible non-profit organizations will receive up to \$25,000, until all program funds are awarded or distributed

Eligible organizations receiving funds from Riley County will be required to certify in writing they will only use proceeds for:

- Accounts payable, including utilities, vendors, suppliers, and working capital expenses paid or to be paid from March 1, 2020 through November 2, 2020.
- Rent/mortgage payments paid or to be paid from March 1, 2020 through November 2, 2020.
- Activities related to adjustment to the delivery of services, such as personal protective equipment (PPE) to enforce social distancing, touchless point of sale systems, hardware and software to adjust ordering/sales.

Grant awards cannot be used for the following costs:

- Providing funds, directly or indirectly, to board members
- Payroll expenses/employee pay; this includes payments to 1099 employees and/or those identified as subcontractors
- The payment of any local, state or federal tax obligations
- To finance a project, activity and/or location primarily located outside the geographic boundaries of Riley County, Kansas
- Any expense already satisfied by local, state and/or federal loan/grant programs
- Any expense covered with any type of business insurance

- Payment of Debt
- Any organization activities not otherwise specified as allowable costs per the grant agreement (to be executed prior to funds disbursement)

Award of Grant and Grant Contracting

Completed applications will be reviewed by the Greater Manhattan Community Foundation and considerations for grant awards will be based on satisfaction of eligibility criteria and demonstrated need in the grant application. Overall evaluation of need and grant award decision criteria will include:

- Complete and thorough **Non-Profit Grant application**
- Completed **W-9**
- Completion of **Eligibility Memo Request**
- Completion of Reimbursement report including receipts or invoices marked paid with copies of canceled checks or other proof of payment. This form will be provided with the award letter.
- Meet minimum eligibility criteria
- Well explained and demonstrable need due to COVID-19 disruptions
- Achieves program goal(s) based on economic impact of the applicant entity or sector
- Supports the economy of our communities and/or the entire county in the short and long term
- Funds are available for award and distribution

Applicants awarded grant funding will be required to sign a **grant agreement** and documentation provided as part of the award and disbursement process. Additionally, at least one authorized individual will be required to sign an **affidavit** at the time of grant contract execution requiring that grant funds will be used as stipulated by the program guidelines and grant contract. Furthermore, the affidavit must promise any unused funds will be forfeited and any use of funds which violates the grant contract shall result in immediate repayment. Additional individuals may be required to sign such an affidavit depending on the structure of the organization and at the discretion of the program administration entity, provided this additional affidavit requirement does not violate the terms of the grant contract.

Upon execution of the grant agreement and its return to the Greater Manhattan Community Foundation, efforts will be made to disburse funds in a reasonably timely manner via check.

Reconciliation of Eligible Expenses

Eligible applicants shall provide Greater Manhattan Community Foundation a written reconciliation of how awardee's funds were utilized by November 30, 2020. Awardees shall outline in such reconciliation their use of funds and certify the information on their written reconciliation is accurate and subject to future audit/inspection.

A copy of the reconciliation form grant awardees will be required to submit shall be provided with an applicant's award letter.

Application and all other required documentation will be submitted to the Greater Manhattan Community Foundation **via the following link** <https://www.mcfks.org/apply-for-a-grant.cfm?gid=38>.

If unable to submit electronically, a completed paper application can be submitted at the following location:

Greater Manhattan Community Foundation
555 Poyntz Avenue
Manhattan, KS 66502