

STATE OF SOUTH CAROLINA

MEMORANDUM OF AGREEMENT

COUNTY OF BEAUFORT

THIS AGREEMENT is made this ____ of _____, 2022 between the Community Foundation of the Lowcountry, Inc. (hereinafter called "Community Foundation") and the Town of Bluffton (hereinafter called "Town"), a Municipal Corporation organized and existing as a Body Politic under the laws of the State of South Carolina.

WHEREAS, the Town has received funding pursuant to the American Rescue Plan Act of 2021 ("ARPA") otherwise known as Congressional House Resolution 1319, provided \$350 Billion dollars to state, local, territorial, and tribal governments to be administered under the State and Local Fiscal Recovery Funds ("SLFRF"); and

WHEREAS, the Town in its pursuit to address the ongoing effects of the COVID-19 pandemic as well as the negative economic impacts caused by this public health emergency, recognizes the inherent value of the Community Foundation in assisting the Bluffton community as part of its COVID-19 response and recovery efforts by leading the effort to distribute funding to local nonprofit organizations in the form of grants; and

WHEREAS, the Community Foundation is desirous of managing the receipt and distribution of a portion of the Town's allocation of ARPA/SLFRF funding to qualifying entities that will directly address ongoing public health concerns, address negative economic impacts, and provide direct support to Bluffton residents impacted by this public health emergency.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Community Foundation, the parties hereto agree as follows:

A. Governing Document.

It is the intent of the parties that this Memorandum shall establish an agreement between the Town and the Community Foundation regarding the management of a portion of the Town's allocation of ARPA/SLFRF funds.

B. The Community Foundation.

1. The Community Foundation will establish a non-endowed Bluffton ARPA/SLFRF COVID-19 Fund (hereinafter called the "Fund") for receipt of ARPA/SLFRF funds designated for providing grants to non-profit organizations directly impacted by the COVID-19 pandemic within the Town.
2. The mission of the Fund shall be to provide grants to nonprofit organizations serving communities and populations directly impacted by the COVID-19 pandemic within the Town. Grant distributions shall comply with applicable guidelines and requirements within the U.S. Department of the Treasury Federal Register 31 CFR Part 35, Coronavirus

State and Local Fiscal Recovery Funds Interim Final Rule and address negative economic impacts caused by the public health emergency such as health care, housing assistance, childcare and education, rent and utility assistance, and food insecurity among other pandemic related impacts.

3. The purpose of the Fund shall be to provide resources from the transfer of ARPA/SLFRF funds from the Town to fund these grant distributions made in fulfillment of the mission of the Fund. The per grant award amount will not exceed \$20,000 unless a specific program funding request level requires a second review.
4. The Community Foundation shall create an Advisory Committee appointed by the Community Foundation Board of Directors, consisting of residents of Bluffton, to review grant applications and make grant recommendations to the Community Foundation Board of Directors regarding distributions from the Fund. A designee from the Town shall be permitted to serve as a member of the Advisory Committee.
5. The Community Foundation will provide the Town with a list and description of all selected grant recipients and grant award amounts per grant cycle to coordinate timely reporting to the U.S. Department of the Treasury. Quarterly reports are due to the Town on January 15; April 15; July 15; and October 15. The Town shall have access to information concerning the various grants that have been approved for funding as well as those that are not approved for funding. The Town agrees that it shall keep personally identifying information of entities that are not chosen for funding confidential unless otherwise approved by the Community Foundation or the applicant, but that such information may be reported publicly in a summary style format to provide a clear understanding of all aspects of the grant review and consideration process.
6. The Community Foundation shall coordinate public relations efforts, in collaboration with the Town, to effectively disseminate information about the Fund, grant application process, and grant awards made from the Fund.
7. The Community Foundation shall receive an administrative services fee of two percent (2%) of the grant funding provided from the Town to the Community Foundation for services performed in providing grant process management, Fund administration, and grant recipient final reporting requirements as further outlined herein.
8. The Community Foundation shall provide the Town with copies of documentation which clearly reflects the work performed upon request.
9. The Community Foundation will provide a quarterly presentation to the Town's Finance and Administration Committee to outline and report on the grant management process that has been undertaken up to and including that reporting period.
10. The Community Foundation may not assign this contract without the prior written approval of the Town.

C. The Town.

1. The amount of funding provided by the Town to the Community Foundation for administrative services of the grant program pursuant to this Agreement shall not to exceed \$_____ for administration of the ARPA/SLFRF funds.

2. The amount of funds provided by the Town to the Community Foundation for grant distribution pursuant to this Agreement shall not exceed Xxx dollars and no cents (\$_____) for distribution of ARPA/SLFRF funds.
3. The Town shall provide the Community Foundation with ARPA/SLFRF requirements for use of funds to the extent that such requirements are provided to the Town from the Federal Government.
4. The Town shall upon receipt from the Community Foundation of the approved grant recipients transfer funds to the Community Foundation as required to fulfill the required grant distribution as awarded.
5. The Town shall coordinate public relations efforts with the Community Foundation to effectively disseminate information about grants made from the Fund.
6. The Town will remain the main point of contact with the U.S. Department of the Treasury.
7. The Town will prepare quarterly project and expenditure reports required by the U.S. Department of the Treasury.
8. The Town, upon receipt of invoice and documentation of work performed, shall transfer 50% of the total administrative services fee to the Community Foundation after execution of this Agreement. The remaining administrative services fee of 50% will be transferred to the Community Foundation on or before _____. The administrative services will include grant process management, Fund administration, and grant recipient final reporting requirements to be completed and submitted to the Town by June 30, 2022 and June 30, 2023.

D. Terms and Conditions.

1. The terms of this Agreement shall be from date of execution until June 30, 2023, unless terminated by either party by providing no less than ninety (90) days advance written notice of its intent to terminate this Agreement to the other party. Additionally, should Community Foundation distribute one hundred percent (100%) of the funding provided to it under this Agreement, the Agreement shall terminate ninety days (90) thereafter provided that Community Foundation has made a quarterly presentation to the Town's Finance and Administration Committee documenting such distribution. In accordance with the U.S. Department of Treasury ARPA/SLFRF guidelines, all ARPA/SLFRF funds must be encumbered no later than December 31, 2023 and must be fully expended by the grand recipient no later than December 31, 2026.
2. any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
3. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
4. The Town of Community Foundation may amend this Agreement at any time provided such amendments make specific reference to this Agreement, as executed in writing, and signed by both parties. Such amendments shall not invalidate this Agreement nor

relieve or release the Town or Community Foundation from its obligations under this Agreement.

The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Community Foundation other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Community Foundation and the methods utilized by the Community Foundation in fulfilling its obligations hereunder shall lie solely and exclusively with the Community Foundation and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Community Foundation shall have any benefits, status, or right of employment with the Town.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

COMMUNITY FOUNDATION OF THE LOWCOUNTRY

Witness	
Name	
Date	

Scott Wierman, President, CEO

TOWN OF BLUFFTON

Witness	
Name	
Date	
