

**City of Sedgwick
City Council Meeting
February 7, 2024**

TO: Mayor and City Council

SUBJECT: MOU – North Newton, Halstead, Sedgwick SEED 2.0 Grant

INITIATED BY: Administration

AGENDA: New Business

Recommendation: Approve as presented

Background: In 2023, the cities of North Newton, Halstead and Sedgwick jointly applied for the Department of Commerce SEED 2.0 Grant under the community vibrancy category. The application listed North Newton as the primary recipient with Halstead and Sedgwick subrecipients.

The City will need to sign a Memorandum of Understanding to be placed on file with the state listing out the grant requirements.

Financial Considerations: None

Recommendations/Actions: Staff recommends Council approve the MOU and authorize the City Administrator signature.

Attachment: Seed Grant 2.0 MOU

**SHARED SEED 2.0 GRANT
MEMORANDUM OF UNDERSTANDING**

This Shared SEED Grant Memorandum of Understanding is made as of the 7th day of February, 2024 and is between the City of Halstead, Kansas (hereafter “Halstead”), the City of Sedgwick, Kansas (hereafter “Sedgwick”) and the City of North Newton, Kansas (hereafter “North Newton”).

WHEREAS, Halstead, Sedgwick and North Newton joined together to apply for a SEED 2.0 Grant for certain improvements in each city; and

WHEREAS, Halstead, Sedgwick and North Newton agreed that North Newton would be the fiscal agent submitting one SEED 2.0 Grant Application for various projects in both Cities; and that upon approval of any Grant project application, the award would be paid to North Newton and then divided proportionally between the Cities; and

WHEREAS, the \$25,000.00 SEED 2.0 Grant application was approved.

NOW THEREFORE HALSTEAD, SEDGWICK AND NORTH NEWTON AGREE AS FOLLOWS:

1. North Newton acknowledges that it has been awarded a SEED 2.0 Grant in the amount of \$25,000.00 as a result of SEED 2.0 Grant Application No. 0038.
2. Halstead, Sedgwick and North Newton agree that the grant application was for \$25,000.00, of which \$11,646.74 was for a Halstead project, \$4,353.26 was for a Sedgwick project and \$9,000 was for a North Newton project.
3. Halstead will provide to North Newton:
 - (a) Proof of funds to match (and/or exceed) Halstead's share of the awarded Grant when and if required, and in a timely manner;
 - (b) Comply with all SEED Grant requirements including project updates and grant reporting information, in a timely manner. Halstead will cooperate and comply with any subsequent requests to ensure grant compliance, scheduling of site visits, or provision of any additional information requested by the City of North Newton as it relates to SEED grant requirements.

(c) A W9 form relative to the disbursement Halstead's share of the Grant award; and any required receipts for payments from Halstead to contractors or vendors.

4. Sedgwick will provide to North Newton:

(a) Proof of funds to match (and/or exceed) Sedgwick's share of the awarded Grant when and if required, and in a timely manner;

(b) Comply with all SEED Grant requirements including project updates and grant reporting information, in a timely manner. Sedgwick will cooperate and comply with any subsequent requests to ensure grant compliance, scheduling of site visits, or provision of any additional information requested by the City of North Newton as it relates to SEED grant requirements.

(c) A W9 form relative to the disbursement Sedgwick's share of the Grant award; and any required receipts for payments from Sedgwick to contractors or vendors.

5. North Newton will provide Halstead and Sedgwick:

(a) Receipt or documentation showing the award and payment to North Newton of the SEED Grant.

(b) Payment to both Halstead and Sedgwick of their proportionate share of the SEED 2.0 Grant award, being \$11,646.74 to Halstead and \$4,353.26 to Sedgwick. North Newton will make payments to Halstead and Sedgwick per the guidelines for payment under the SEED Grant regulations and as North Newton receives Grant proceeds from the State of Kansas and the necessary supporting information from Halstead and Sedgwick.

6. This MOU will terminate upon North Newton's receipt, reporting and compliance required by the SEED 2.0 Grant award, and in any event, will terminate not later than July 1, 2026. The Cities of Halstead, Sedgwick and North Newton agrees to keep any and all records associated with the Grant project for as long as required by the SEED Grant regulations and requirements, specifically, five (5) years, or consistent with their currently applicable record retention policy -whichever is longer.

7. Nothing contained in this MOU shall create a joint venture or other association as to the three Cities' separate projects.
8. Each Party to this MOU shall assume the responsibility and liability for any award that will be used for that City's SEED 2.0 Grant projects; and each party shall indemnify and hold harmless the other against any claim or liability which relates to the receipt and use of the Grant award that pertains to that City's project(s). As to the project undertaken by each City, each shall be responsible for any project cost overruns not covered by the proportionate share of funds awarded to each respective City.
9. This memorandum of understanding may be updated at any time with the consent of both parties.
10. As far as is permitted by law this memorandum of understanding is binding upon successors and assigns of the Parties hereto.

This Agreement is entered into as of the date and year first noted above.

CITY OF HALSTEAD, KANSAS

CITY OF SEDGWICK, KANSAS

City Manager

City Administrator

Date: _____

Date: _____

CITY OF NORTH NEWTON, KANSAS

City Administrator

Date: _____