



SUBRECIPIENT AGREEMENT FOR CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT

This agreement (“Agreement”) is entered into as of the ____ day of _____, 202__ by the Unified Government of Wyandotte County/Kansas City, Kansas (“the Unified Government”) and _____ (“Subrecipient”) in connection with a certain grant and/or loan to Subrecipient under the State and Local Fiscal Recovery Funds (“SLFRF”) Program. Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: **PROGRAM DESCRIPTION** (“the Program”). Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the Unified Government and/or the United States Department of Treasury (“USDT”), perform all obligations and duties as contained in this Agreement and any/all addenda.

The contract documents shall mean this Agreement, any and all attached Exhibits (including but not limited to the Program budget), and any and all loan closing documents executed in connection with this Agreement.

| | |
|---------------------------------------|--------------------------|
| Subrecipient: | |
| Organization Type: | |
| UEI: | |
| EIN: | |
| Mailing Address: | |
| Email Address: | |
| Project Location: | |
| SLFRF (CFDA #): | 21.027 |
| Award Type (Grant or Loan): | Grant |
| FAIN: | SLFRP3214 |
| Federal Prime Award: | \$87,516,516 |
| Federal Prime Award Date | 5/10/2021 |
| Final Funding Spend Down Date: | December 31, 2026 |

1. Exhibits Incorporated by Reference

Subrecipient agrees to comply with the provisions found in the following Exhibits, which are attached hereto and hereby incorporated in this contract and made a part hereof with the same force and effect as if fully set forth herein:

- Exhibit A: Unified Government General Contractual Provisions
- Exhibit B: Program Description, Program Schedule, Program Budget, and Scope of Work
- Exhibit C: Federal Grant Compliance Financial Risk Assessment
- Exhibit D: Reimbursement Request Form
- Exhibit E: Federal Contract and ARPA Requirements
- Exhibit F: Federal Lobbying Certification

2. Time of Performance

Subrecipient shall commence performance of its obligations under this Agreement on _____, 202__ and complete the Program no later than **July 31, 2025**, (hereinafter referred to as the “Program Expiration Date”). Subrecipient is permitted to submit reimbursement for program related expense from the date this agreement is



signed, until **July 31, 2025** or a date agreed upon by the Unified Government and Subrecipient, but no later than **December 31, 2025**.

3. Method of Payment

Subrecipient understands that SLFRF funds will be distributed based on a 20% advance of total grant award. The remaining payments will be solely reimbursement based and must include all required documented proofs and receipts to substantiate the expenditure. The Unified Government will review and approve requests for reimbursement based on submitted documentation, and the decision to fund will be solely at the discretion of the Unified Government.

4. Funding

It is expressly understood that in no event will the total funding exceed _____. It is expressly understood that funding is from the Unified Government's American Rescue Plan Act federal funding.

5. SLFRF Regulations

Subrecipient shall conduct all work funded under this Agreement in compliance with the following:

- SLFRF's Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other cited federal regulations cited;
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Unified Government Procurement Policy;
- All local, state, and federal laws; and
- Any subsequent USDT and/or Unified Government Policy Memos, Regulations, Communications, and guidance.

6. Program Description, Program Schedule, and Scope of Work

Subrecipient is responsible for completing the Program in accordance with the Program Description, Program Schedule, Program Budget, and Scope of Work as outlined in **Exhibit B**. In any instance where the Program Description, Program Schedule, and/or Scope of Work may be in conflict with other terms of this Agreement, the Agreement will prevail.

If Subrecipient wishes to amend the Program Description and/or Scope of Work, Subrecipient shall seek approval from the Unified Government in writing prior to undertaking any actions relative to such change following process laid out in Section 43 of this Agreement. Failure to do so may result in termination of this Agreement at the discretion of the Unified Government.

7. Program Budget

The Program Budget is incorporated and made a part of this Agreement as attached in **Exhibit B**. The Unified Government may require a more detailed Program Budget breakdown from time to time. Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the Unified Government upon request.

The Program Budget will be revisited by the Unified Government and Subrecipient to determine final drawdown of funds and adjust budgets in the 3 months before the end of the project term. Subrecipient agrees to abide by modifications determined in that meeting.

Subrecipient shall not obligate, encumber, spend, or otherwise utilize SLFRF funds for any activity or purpose not included or not in conformance with the Program Budget unless Subrecipient has received written approval from the Unified Government to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Agreement, the Program Budget includes cost breakdown as provided in the Application.



- Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from the Unified Government if and only if (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the Unified Government as provided elsewhere in this Agreement.

8. Fund Disbursement

Subrecipient may request reimbursement by submitting the SLFRF requisition form attached hereto as **Exhibit D** (“Reimbursement Request Form”) with backup documentation detailing contract, invoice, and confirmation of payment. Other than the initial up front disbursement all SLFRF funds must be requested on the SLFRF Reimbursement Form provided.

No funds may be disbursed until all required reports and supporting documentation are submitted. The Unified Government reserves the right to request additional compliance documentation before disbursing funds.

Subrecipient shall not request disbursement of funds until funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and the proposed use of the funds must be documented and in accordance with the Program Budget, and all SLFRF regulations/guidance.

In the event Subrecipient fails to pay contractors, subcontractors, vendors, or others with claims against the Program, the Unified Government reserves the right to withhold all remaining program funds until payments and/or all conflicts/liens are resolved. Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of Subrecipient and Unified Government, such as retaining portions of contracts until completion and requiring bonds, warranties, and insurance as appropriate.

Subrecipient will obtain competitive pricing quotes or bids for all services, contracts, or purchases, in compliance 2 CFR 200.317-326 – Procurements by States.

9. SLFRF Commitment

The Unified Government agrees to disburse SLFRF funds subject to the terms and conditions contained in this Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed in paragraph three (3) of this Agreement and as detailed in the Program Budget. In no instance shall the Unified Government be liable for any costs incurred in excess of this commitment (“SLFRF commitment”), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the Unified Government.

10. Commencement and Duration

Subrecipient agrees that the Program shall not commence, nor shall any costs be incurred or obligated, prior to execution of this Agreement unless approved in writing by the Unified Government.

Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in Exhibit 1 and the Time of Performance identified in paragraph one (1) of this Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the Unified Government.

11. Drug Free Workplace

Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 *et seq.*) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work



Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made part of this Agreement.

12. Insurance

Unless specifically waived in writing, the Unified Government will require that successful bidders, through the competitive procurement process, provide certificates of insurance to assure that risks are prudently protected, and the Unified Government's financial situation will not be adversely impacted by losses or claims attributed to the contractor's operations, products, activities, or services on behalf of the Unified Government.

A. Certificates of insurance shall be provided by the successful bidder to the County Administrator to be kept on file with the bid documents.

B. Construction and service contractors shall provide evidence of commercial general liability, workers' compensation, and automobile liability coverage.

C. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, workers' compensation, and automobile liability coverage.

D. The certificate of insurance shall be issued to:

Unified Government of Wyandotte County Administrator

Procurement office-Sharon Reed sreed@wycokck.org

701 N. 7th Street Kansas City, Kansas 66101

E. The certificate shall include a thirty (30) day cancellation clause and the inclusion of the Unified Government of Wyandotte County, Kansas, its officers, commissioners, agents, and employees as additional insureds.

F. Depending on the services requested in the procurement, additional or specialty coverages or specific limits of coverage may be required. The amounts and types of insurance required will be detailed in the bidding or purchase document.

13. Bonding

Bid security may be required when bids are being solicited for goods or services. Bid security shall be a bond provided by a surety company authorized to do business in Kansas or the equivalent in cash or otherwise provided in a form satisfactory to the Purchasing Manager. When a bid security is required, non-compliance shall result in rejection of the bid. If a bidder is permitted to withdraw their bid prior to an award, but after opening of bids, no action shall be held against the bidder or the bid security. When bid security is specified in the bid document and a contract is awarded, the following bonds or security shall be delivered to the Unified Government of Wyandotte County and shall become binding on the parties upon the execution of the contract:

A. Bid Bonds used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with Subrecipient.

B. Performance Bonds used when a guarantee is required to ensure that a firm or individual that has entered into contract with the Unified Government will complete the project within the terms of the agreement.

C. Labor and Material Payment Bonds (Statutory Bond) used for all contracts exceeding \$5,000.00 and entered into by Subrecipient for the purpose of making public improvement, constructing any public building, or making repairs on same. The bonds are required by K.S.A. 60-1111 and ensure the payment of all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with or in or about the construction, improvements, or repairs. These bonds are issued in favor of the Unified Government and are filed with the Clerk of the District Court. The cost of filing the bond is the Contractor's responsibility.

Subrecipient shall also comply with the bonding and insurance requirements of 2 CFR 200.310 - Insurance and 2 CFR 200.326 - Bonding.



14. Unified Government and USDT Recognition

Pursuant to Executive Order 11246, Subrecipient agrees to recognize the role of the Unified Government and USDT in providing assistance under to this Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled to include this funding source and the Unified Government's role in distributing these funds.

15. Program Income

All subrecipients agree to not impose additional fees or charges upon their clients or customers for the portion of work funded by the Unified Government through this Agreement through the end of the SLFRF period of performance (December 31, 2026).

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Subrecipients of SLFRF funds should calculate, document, and record the program income. Additional controls that Subrecipient shall implement include written policies that identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. Subrecipient shall comply with The Uniform Guidance requirements that pertain to program income at 2 CFR 200.307.

16. Contractors and Subcontractors

All work supported under this Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- c. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Domestic Preference - As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- e. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by the Unified Government of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Subrecipient must also verify all contractors are not excluded through [SAM.GOV](https://www.sam.gov) federal contract exclusion search.

Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.



17. Right to Monitor

The Unified Government shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements by whatever means the Unified Government deems appropriate. This right shall continue throughout and until Unified Government's grant closeout with USDT or for a 10-year period following the execution of this Agreement, whichever period is longer in duration.

18. Right to Inspect

Unified Government, its agents, and its designees shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Agreement and SLFRF's Rules and Regulations.

Subrecipient agrees to permit Unified Government, its agents, and its designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to Unified Government, as and when requested, for the purpose of determining Subrecipient's compliance with this Agreement and SLFRF's Rules and Regulations.

19. Record Retention and Access to Records

Subrecipient agrees that Unified Government, USDT, the Comptroller General of the United States, or any of their authorized representatives has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Agreement in order to make audits, examinations, excerpts, or transcripts. Subrecipient will maintain all books and records pertaining to this Agreement throughout and until Unified Government's grant closeout with USDT or for a 10-year period following the execution of this Agreement, whichever period is longer in duration.

20. Limitation of Liability

Subrecipient acknowledges that the Unified Government shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Agreement. Subrecipient acknowledges that should the Unified Government find a material default or noncompliance with this Agreement, as determined by the Unified Government in its sole discretion and, as a result thereof, cease disbursement of SLFRF funds, the Unified Government shall incur no liability to Subrecipient.

21. Subrecipient Responsibilities and Indemnification for Non-compliance

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provided. Subrecipient represents that it has accurately and completely described the Program in its Application and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event USDT disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend and hold harmless the Unified Government against any resulting loss, including reasonable attorneys' fees.

22. Indemnification Generally

Subrecipient shall defend, hold harmless, and indemnify the Unified Government, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its SLFRF Program, (ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between the Unified Government and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of the Unified Government shall survive the disbursement of any funds hereunder and the termination of this Agreement.



23. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

24. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director, or elected or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the Unified Government upon its request.

Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

Subrecipient agrees to notify the Unified Government of any suspected violation of the Unified Government Ethics Code including Subrecipient governing body members using their influence to provide SLFRF funds to Subrecipient.

25. Reliance Upon Information

The commitment of SLFRF funds under this Agreement has been made in part on the basis of certain financial and other information furnished to the Unified Government by Subrecipient. SLFRF Funds may be withdrawn or recaptured by the Unified Government or at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if the Unified Government should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by the Unified Government in its sole discretion.

26. Programmatic Changes

Subrecipient will promptly notify the Unified Government in writing in the event of changes in key personnel and obtain the prior written approval of the Unified Government whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Application; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Agreement, which are material to the management or completion of the Program, or which could be construed by the Unified Government as an assignment of Subrecipient's rights and responsibilities under this Agreement. Failure to so notify the Unified Government as required by this paragraph may result in termination of this Agreement.

27. Subrecipient Reporting, Audit, and Record Keeping Requirements

Subrecipient must maintain records for inspection by the Unified Government. These include, but are not limited to:

- a. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest and other return on investment of SLFRF funds.
- d. Records of all written agreements and contracts pertaining to SLFRF Program.



- e. Records supporting a competitive bid process of procurement.
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.

The following records and reports must be submitted to the Unified Government:

- a. Request for reimbursement reports with 14 days of the end of each month showing expenditures with supporting documentation of program expenses, for the previous month.
- b. Final invoice reports shall be submitted no later than 14 days following the final drawdown of SLFRF.
- c. Financial documents, terms of agreement, and contracts upon request.
- d. Records of all transactions.
- e. Any other program information as requested by the Unified Government from time to time.

28. Close-outs

Subrecipient's obligation to the Unified Government shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- Making final payments;
- Final Expenditure Report submittal
- Determining custodianship of records.
- Reimbursement of unused funds

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

29. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200 - Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the Unified Government to determine the financial status of Subrecipient's activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the Unified Government. If such audit contains no material findings, Subrecipient is not required to submit a copy to the Unified Government unless otherwise required by the terms of this Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Agreement to Unified Government, USDT, or any designee thereof. The Unified Government reserves the right, in its sole discretion, to require an audit of any subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the Unified Government requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

30. Financial Management System

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Agreement; and d) accounting records that are supported by source documentation.



31. Repayment of Investment, Time Limits for Performance,

In the event that the Program is not completed in compliance with the requirements of this Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to Unified Government. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for that Program to Unified Government.

32. Uniform Administrative Requirements

Subrecipients funded under the SLFRF program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

33. Subrecipient's Covenants and Agreements

Subrecipient covenants and agrees with the Unified Government as follows:

- a. To complete the program by the program expiration date;
- b. To comply with the Unified Government guidance, 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

34. Subrecipient's Representations.

Subrecipient represents to the Unified Government as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- b. Its execution, delivery, and carrying out of the terms and conditions of the Application and this Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors, or of the terms or provisions of any existing law, regulation, or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Application;
- d. The representations, warranties and statements of fact of Subrecipient as set forth in the Application and this Agreement are true, accurate and complete in all material respects as of the application date;
- e. It has not failed to provide the Unified Government with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- f. Subrecipient has duly authorized the officer executing this Agreement to execute, in its name and on its behalf, this Agreement and all such other documents and instruments as the Unified Government may request in connection with this Agreement; and
- g. Subrecipient has no knowledge of any existing, threatened, or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

35. Survival of Agreements

All agreements, covenants, representations, and warranties made in the Subrecipient's Application and this Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Agreement.

36. Termination

This Agreement shall remain in effect for the period defined at paragraph 1 of this Agreement.

In accordance with 2 CFR 200.338, the Unified Government may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:



- a. Failure to comply with Unified Government guidance and any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and USDT guidelines, policies, or directives as may become applicable at any time;
- b. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by Subrecipient to the Unified Government of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, Appendix II, this Agreement may also be terminated for convenience by either the Unified Government or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination or termination by Subrecipient, if the Unified Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Unified Government may terminate the award in its entirety. In the case of termination by the Unified Government, Subrecipient has 14 days from notice of termination to submit receipts for reimbursement or return unspent SLFRF funds to the Unified Government. SLFRF funds spent after notice of termination will not be reimbursed.

37. No Waiver

No delay or omission by the Unified Government to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Agreement, whether the Unified Government has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, the by Unified Government to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

38. Benefit

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Agreement shall be of any effect unless the prior written consent of the Unified Government to such assignment has been first obtained.

39. Severability; Survivability

If any provision of this Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair, or invalidate any other provision of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Agreement shall survive the closing of any loan or grant contemplated by this Agreement.

40. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

41. Notices

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by First Class Mail with confirmation of receipt, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:



To Unified Government of Wyandotte County:

To Subrecipient:

E-Mail to:

Shelley Kneuvean

skneuvean@wycokck.org

Mailing Address (US Postal Service only)

Unified Government of Wyandotte County/Kansas City,
Kansas
701 N. 7th Street
Kansas City, Kansas 66101

Physical Address (FedEx, UPS)

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101

AND

Legal Department of the Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101

42. Changes to the Agreement

The terms of the Agreement may be changed by executing an amendment or new agreement at the sole discretion of the Unified Government. Certain terms of the Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the Unified Government or as provided herein.

Amendments shall make specific reference to this Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Agreement, nor relieve or release the Unified Government or the Subrecipient from its obligations under this Agreement.

The Unified Government may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Unified Government and Subrecipient.

The Unified Government and Subrecipient agree to the conditions in the Agreement and all Exhibits hereto and sign to that effect:

Unified Government

Name: David W. Johnston

Title: County Administrator



Date:

Subrecipient:

Name:

Title:

Date:



Exhibit A:

Unified Government General Contractual Provisions



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
GENERAL CONTRACTUAL PROVISIONS**

1. **Parties.** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "[REDACTED]", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's



civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.

10. *Discrimination in Delivery of Services Prohibited.* During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

11. *Equal Opportunity and Affirmative Action.*

- a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.



12. **Representations.**

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.

17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress,



and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

- 18. Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

- 19. Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision



concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte



County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

- 25. *Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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Exhibit B:

Program Description, Schedule, Budget, and Scope of Work (Fill here or attach Program Overview)

Program Description:

Program Schedule:

Scope of Work:

Program Budget:

\$500,000



Exhibit C:

**Federal Grant Compliance Financial Risk Assessment
(See Attached)**



Exhibit D:
Reimbursement Request Forms
(To be provided with training)



Exhibit E: Federal Contract & ARPA Requirements

The following terms and conditions apply subrecipients of the Unified Government and all subrecipients of subrecipients of the Unified Government and all contractors or vendors hired by Subrecipient, according to the Unified Government's Award Terms and Conditions, by ARPA and its implementing regulations, and as established by the Treasury Department.

1. **Equal Opportunity.** Subrecipient shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Minority and Women Business Enterprises (if applicable to this Contract)**
Subrecipient hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, Subrecipient hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business and women's business enterprises;
 - d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
 - e) Using the services and assistance of the Small Business Administration and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a) through e), above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, Subrecipient is required to verify that none of its principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) Subrecipient must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the Unified Government. If it is later determined that Subrecipient did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Unified Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) Subrecipient agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from



this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, (Applies to all purchases.)**
Subrecipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Subrecipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. **Access to Records. (applies to all purchases.)**

- A. Subrecipient agrees to provide the Unified Government, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- B. Subrecipient agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- C. No language in this Agreement is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement.**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- A. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- C. Subrecipient agrees to report each violation of the Clean Air Act and the Water Pollution Control



Act to the Unified Government and understands and agrees that the Unified Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- D. Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Subrecipient is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
- I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- II. Telecommunications or video surveillance services provided by such entities or using such equipment.
- III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Buy USA - Domestic Preference for certain procurements using federal funds.

Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

- A. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- I. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - II. Meeting contract performance requirements; or
 - III. At a reasonable price.
- B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.



- C. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented, or personally owned vehicles.

14. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Additional Federal Regulations Applicable to ARPA (is hereby incorporated by reference):

1. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200**, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. **Universal Identifier and System for Award Management (SAM)**, 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
3. **Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170**, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. **OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)**, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. **Recipient Integrity and Performance Matters**, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. **Governmentwide Requirements for Drug-Free Workplace**, 31 C.F.R. Part 20.
7. **New Restrictions on Lobbying**, 31 C.F.R. Part 21.
8. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970** (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. **Generally applicable federal environmental laws and regulations.**



Statutes and regulations prohibiting discrimination applicable to ARPA awards include, without limitation, the following:

1. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)** and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)**, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)**, and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. **Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.



Exhibit F

Federal Lobbying Certification

This form is required to be signed by Subrecipient and must be signed by all contractors of Subrecipient only for purchases of more than \$100,000

31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#). "Disclosure Form to Report Lobbying," in accordance with its instructions .
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Subrecipient's authorized official

Print name and title of person signing above