

BARNSTABLE COUNTY
ARPA Grant Sub-Award Agreement with a Barnstable County Town

THIS AGREEMENT is made this _____ day of _____, 20____ by and between _____

(Municipality's Legal Name and Address)

listed in the application(s) attached hereto as Exhibit B (the "Municipality"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth") located within the territorial boundaries of the County, and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury and this Sub-Award Grant will be funded as a sub-award of the County's federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$41,370,811, identified as federal award identification number (FAIN) SLFRP0028 (the "ARPA Grant") with a federal award date of 5/12/21 provided by the United States Treasury ("Treasury") to the County; and

WHEREAS, the Municipality has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit B, an "Application"), and in reliance on the representations, certifications and warranties made by the Municipality herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Municipality on the terms and conditions stated herein; and

WHEREAS, the ARPA Grant Sub-Award Agreement Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Municipality do mutually agree as follows:

ARTICLE I - REPRESENTATIONS OF THE MUNICIPALITY

Recognizing that the County is relying hereon, the Municipality represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Municipality is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Municipality has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally

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binding obligation of the Municipality that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Municipality executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Municipality to the terms and conditions herein.

- () *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Municipality executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Municipality nor the title to office of any authorized representatives of the Municipality executing this Agreement, is being contested.

- (a) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Municipality of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Municipality is a party or by which it or any of its properties is bound.

- (b) *SAM Registration.* Municipality is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Municipality as of the date hereof.

- (c) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

- (d) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.

- (e) *Ratification.* By executing this Agreement, the Municipality (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

2.1 Grant Amount The County agrees to make and the Municipality agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit B hereto. From and after the date hereof, the County may agree to make and the Municipality may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement, unless the County in its discretion elects to use a different Agreement.

2.2 Project, Period of Performance, and Expenditure Schedule

- (a) *Grant Purpose.*** Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project"). The Municipality agrees and covenants that the Grant funds will not be used for any other purposes other than to lawfully finance the project described in the Application.
- (b) *Period of Performance.*** The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension at the sole discretion of the County, but not later than December 31, 2026). Eligible uses for Grant funds may extend from March 3, 2021 to such end date.
- (c) *Grant Expenditure Schedule.*** The Grant will not pay any costs other than those incurred during the Period of Performance. All Grant proceeds that remain unexpended at the end of the Period of Performance shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.*** The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.*** Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Municipality was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant. Any expiration shall not however affect the representations and/or obligations of the Municipality to the County.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Municipality shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof and in accordance with applicable laws, rules and regulations. The Municipality shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

Municipality may use funds provided under this award to cover direct costs only, as defined by Federal Award Guidelines (C.F.R. § 200.87). Indirect costs shall not be paid or reimbursed with the sub-award.

Cost sharing or matching funds are not required to be provided by Municipality unless specified in this Agreement.

3.2 Reporting and Compliance with Laws

The Municipality shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Municipality agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Municipality covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

(a) Municipality agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing, and the Award Terms and Conditions. Municipality agrees to comply with all applicable federal statutes, regulations, and executive orders. Municipality also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and Municipality shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award, which agreements shall be subject to the prior review and approval of the County.

(b) Federal regulations applicable to this sub-award include, without limitation, the following:

i. 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 sub-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 sub-award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

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- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 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 sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

(c) Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:

- i. 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;
- ii. 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;
- iii. 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;
- iv. 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
- v. 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.

The above list is illustrative only and the Municipality is obligated to comply with all federal, state or local laws, rules and regulations whether listed or not.

3.3 Additional Project Funding

The Municipality shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Municipality will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

The Municipality shall promptly and forthwith notify with details the County whenever it appears there is inadequate funding in place to complete the project. The Municipality shall not proceed further on

the project in the absence of the County being satisfied that there are or will be funds and assurances to complete the project.

3.4 Recoupment and Costs

The Municipality acknowledges that it is responsible for compliance with this Agreement and all local, state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Municipality in writing and the Municipality shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Municipality shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

3.5 SAM

The Municipality shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

3.6 Recordkeeping.

The Municipality shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB), and as the same may be issued by the County. Municipality shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Municipality shall collect, transmit, and store such records in open and machine readable formats, as well as hard copies. Municipality agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Municipality agrees to make such accounts and records available for on-site inspection during regular business hours of the Municipality and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Municipality shall permit the County, or any party designated by it, upon reasonable prior notice to the Municipality to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Municipality pertaining to each Project and/or each Grant.

3.7 Single-Audit

The Municipality acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Municipality further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grant(s) hereunder:
 - (i) if the Municipality has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable local, state or federal law or regulation applicable to any Project and/or any Grant; or
 - (ii) if any representation or warranty made by the Municipality in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- (b) *Notice of Termination.* The County shall provide the Municipality with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County or such later date as the County may specify.
- (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Municipality shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Municipality, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Municipality and the County replace this Agreement with another written agreement;
- (b) As determined by the County, all of the Municipality's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or

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- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.
- (d) Any expiration or termination shall not affect the obligations of the Municipality for indemnification, defense and hold harmless, reporting requirements or recoupment and costs unless specifically so provided in writing by the County.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Barnstable County, 3195 Main Street, Barnstable, Massachusetts 02360, Attention: Elizabeth Albert, County Administrator, and (ii) in the case of the Municipality, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. Any change in address to be effective must include a valid street address.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Municipality agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties. Venue for any such proceeding shall be in Barnstable County unless required by law to be elsewhere or unless another venue is selected by the County.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Municipality and the County and their respective successors and assigns, except that the Municipality may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Municipality and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Municipality may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. Notwithstanding the foregoing, at the sole option of the County, the County may require the municipality to enter into an updated Grant Agreement for any new or amended grants.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Municipality agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required by the County or others for carrying out the intention or facilitating the performance of this Agreement and for confirming continued compliance with the Agreement and the ARPA Program.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Municipality, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Municipality and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Municipality. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Municipality and the Indemnified Persons.

Employees, officials, officers and agents of Barnstable County shall not be held personally or contractually liable by or to the Municipality under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

5.11 No Obligations of County for any Projects

It is agreed and understood that the County does not have any liability or responsibility relative to any projects funded with grant funds and that the Municipality is solely responsible for same. The indemnification, defense and hold harmless obligations of the Municipality shall also apply to any claim against the County relative to any projects.

5.12 Obligations to Cooperate

The Municipality agrees to cooperate with the County, the Commonwealth, federal authorities and their designees in all respects regarding this Agreement, the grant and any project.

IN WITNESS WHEREOF, the County and Municipality have executed this Agreement this date:

FOR BARNSTABLE COUNTY:

FOR THE MUNICIPALITY:

Signature: _____

Signature: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

SCHEDULE A
Reporting Requirements
Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Municipality, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons or parties listed in (a) for violations of local, state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

Scheduled Reporting

Unless otherwise directed by the County, all reporting shall be made via the County's online ARPA portal.

- (a) Quarterly Reporting. The Municipality shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
 - a. The status of each Project (not started, in process, completed)
 - b. The amount of each Grant spent on the applicable Project during the quarter;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Municipality is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)

- (b) Close Out Reporting. The Municipality shall provide a final close-out report acceptable to the County after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days or such shorter period as may be required by the state or federal government following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

On Demand Reporting

The Municipality shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

EXHIBIT A

[The American Rescue Plan Act (“ARPA”) Grant to Barnstable County]

Barnstable County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury. This grant will be funded as a sub-award of the County’s federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$41,370,811 identified as federal award identification number (FAIN) SLFRP0028 (the “ARPA Grant”) with a federal award date of 5/25/21 provided by the United States Treasury (“Treasury”) to the County.

Coronavirus State and Local Fiscal Recovery Funds

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency.

The SLFRF program provides governments across the country with the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts
- Maintain vital public services, even amid declines in revenue resulting from the crisis
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity

Treasury has released the Final Rule for the program, which will take effect on April 1, 2022. Recipients and stakeholders are also encouraged to consult the Overview of the Final Rule, which provides a summary of Final Rule provisions for informational purposes, and to review the Final Rule, available via the link below.

Use of Funds

Recipients may use SLFRF funds to:

- Replace lost public sector revenue, using this funding to provide government services up to the amount of revenue lost due to the pandemic
- Respond to the far-reaching public health and negative economic impacts of the pandemic, by supporting the health of communities, and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.

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The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs within these four separate eligible use categories.

Further information can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

EXHIBIT B

[Copy(ies) of each final, approved Application to be attached]

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