

**BARNSTABLE COUNTY
ARPA Grant Sub-Award Agreement with a Non-Municipal Sub-Recipient**

THIS AGREEMENT is made this ____ day of ____, 2023 by and between:

Grantee Legal Name: _____

Grantee Address: _____

listed in the Application(s) attached hereto as Exhibit B (the “**Sub-Recipient**”), an organization incorporated in the Commonwealth of Massachusetts (the “Commonwealth”) located within the territorial boundaries of the State, 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient on the terms and conditions stated herein; and

WHEREAS, the ARPA Grant Sub-Award Agreement Terms and Conditions (p. 12) 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 Sub-recipient do mutually agree as follows:

ARTICLE I - REPRESENTATIONS OF THE SUB-RECIPIENT

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

- (a) *Organization; Power, Etc.* The Sub-recipient is an organization located in the Commonwealth of Massachusetts 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 Sub-recipient 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,

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consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Sub-recipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Sub-recipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Sub-recipient to the terms and conditions herein.

- (c) *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 Sub-recipient 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 Sub-recipient nor the title to office of any authorized representatives of the Sub-recipient executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Sub-recipient 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 Sub-recipient is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Sub-recipient 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 Sub-recipient as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Sub-recipient, 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.
- (g) *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.
- (h) *Ratification.* By executing this Agreement, the Sub-recipient (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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient to the County.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Sub-recipient 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 Sub-recipient 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.

Sub-recipient 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 Sub-recipient unless specified in this Agreement.

3.2 Reporting and Compliance with Laws

The Sub-recipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Sub-recipient 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 Sub-recipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

(a) Sub-recipient 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. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient 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 Sub-recipient 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 (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 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 Sub-recipient is obligated to comply with all federal, state or local laws, rules and regulations whether listed or not.

3.3 Additional Project Funding

The Sub-recipient 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 Sub-recipient 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 Sub-recipient shall promptly and forthwith notify with details the County whenever it appears there is inadequate funding in place to complete the project. The Sub-recipient 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 Sub-recipient 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 Sub-recipient in writing and the Sub-recipient 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, Sub-recipient 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 Indemnification

To the fullest extent permitted by law, the Sub-recipient agrees to indemnify, defend and hold harmless the County and all of its employees, officials, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of

- (i) the actual or alleged failure of the Sub-recipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or
- (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims. At the option of the County, such obligations of defense shall be done in cooperation with the County's counsel.

The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of the Sub-recipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Sub-recipient to observe the covenants, conditions and agreements contained in this Section or Agreement, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Sub-recipient under this Section. The obligations of the Sub- recipient under this Section or Agreement shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement or obligation by the Sub- recipient to indemnify, defend and hold harmless the County and/or any Indemnified Person.

3.6 SAM

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

3.7 Recordkeeping.

The Sub-recipient 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. Sub-recipient 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, Sub-recipient shall collect, transmit, and store such records in open and machine-readable formats, as well as hard copies. Sub-recipient 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). Sub-recipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Sub-recipient 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 Sub-recipient shall permit the County, or any party designated by it, upon reasonable prior notice to the Sub-recipient 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 Sub-recipient pertaining to each Project and/or each Grant.

3.8 Single-Audit

The Sub-recipient 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 Sub-recipient

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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient, 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 Sub-recipient and the County replace this Agreement with another written agreement;
- (b) As determined by the County, all of the Sub-recipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (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 Sub-recipient 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 Sub-recipient, 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 Sub-recipient 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 Sub-recipient and the County and their respective successors and assigns, except that the Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 B 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

Sub-recipient 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 Sub-recipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified

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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 Sub-recipient 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 Sub-recipient. 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 Sub-recipient and the Indemnified Persons.

Employees, officials, officers and agents of Barnstable County shall not be held personally or contractually liable by or to the Sub-recipient 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 Sub-recipient is solely responsible for same. The indemnification, defense and hold harmless obligations of the Sub-recipient shall also apply to any claim against the County relative to any projects.

5.12 Obligations to Cooperate

The Sub-recipient 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 Sub-recipient have executed this Agreement this date:

FOR BARNSTABLE COUNTY:

FOR THE SUB-RECIPIENT:

Signature: _____

Signature: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

APPLICATION TERMS AND CONDITIONS

For sub-award of Barnstable County ARPA Grant

This application is being submitted by [SUB-RECIPIENT], Massachusetts (the “Sub-recipient”) for a grant in the amount of \$ (the “Grant Amount”) from Barnstable County, Massachusetts (the “County”). If awarded, the Sub-recipient will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the “Grant Agreement”).

The grant, if awarded, 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 SLFRP0028 (the “ARPA Grant”) with a federal award date of May 12, 2021, provided by the United States Treasury (“Treasury”) to the County. The Sub-recipient, as sub-recipient (the “Sub-recipient”) of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Funds.
 - (a) Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - (b) Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. 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.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the County with any and all reporting obligations established by Treasury and/or the County as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
4. Disbursement of Funds. Funds will be disbursed on an advance basis, unless notified otherwise by the County.
5. Disbursement Requests. Requests by the sub-recipient for disbursement shall be made via monthly invoice with documentation of expenditures attached that include payment receipts, payroll detail, and other documentation as relevant. Invoices shall be received by the County no later than 10 business days of the next month.
6. Maintenance of and Access to Records.
 - (a) Sub-recipient shall maintain records and financial documents sufficient to support the County’s production of evidence of compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

APPLICATION TERMS AND CONDITIONS

- (b) The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
- (c) Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the County, whichever is later.
- 7. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 8. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
- 9. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award.
- 10. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
- 11. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 12. Compliance with Applicable Law and Regulations.
 - (a) Sub-recipient 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. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient 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 sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
 - (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 (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 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.

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13. Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the County or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
14. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
15. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
16. Publications. Any publications produced with funds from this sub-award must display the following language: *"This project [is being] [was] supported, in whole or in part, by federal award number SLRRP0028 awarded to Barnstable County, Massachusetts by the U.S. Department of the Treasury."*
17. Debts Owed the Federal Government.
 - (a) Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the County and the federal government.
 - (b) Any debts determined to be owed the County and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt.
18. Disclaimer.
 - (a) The County expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub- award.

APPLICATION TERMS AND CONDITIONS

- (b) The acceptance of this award by sub-recipient does not in any way establish agency relationship between the County (or the United States) and sub-recipient.
19. Protections for Whistleblowers.
- (a) In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
20. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
21. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Certifications

The representative of the Sub-Recipient submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Sub-Recipient to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).

APPLICATION TERMS AND CONDITIONS

3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The County is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the County.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Sub-Recipient's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable) and that if the grant is awarded, the Sub-Recipient will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant.
6. Notices to the **Sub-Recipient** shall be in writing and addressed to **Sub-recipient Primary Contact**:
Primary Contact Name:
Email: Telephone:
and notices to the **County** shall be in writing and delivered to **Barnstable County, 3195 Main St, Barnstable MA 02630 Attention: Elizabeth Albert, County Administrator**, or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Barnstable County for any changes to the contact formation.
7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Sub-Recipient is registered with the System for Award Management ("SAM") and I confirm that the name of the Sub-Recipient and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the County in connection with this Application (including without limitation the information entered into the County's online portal) is true, accurate and complete in all material respects as of and on the date hereof.

I certify that I have read and understand the above agreement and am legally authorized to sign on the Entity's behalf.

Answer: Yes

Certified By: Print Name: _____ Signature: _____

Certified 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 Sub-recipient, 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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

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return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

On Demand Reporting

The Sub-recipient 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

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- 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.

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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