



CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This contract agreement (“Agreement” or “Contract Agreement”) is entered into as of the 6th day of July 2022 by the City of Kalamazoo, Michigan (herein referred to as “City of Kalamazoo”) and the United Way of South Central Michigan (hereinafter referred to as the “Subrecipient”) in connection with a certain grant and/or loan to Subrecipient under the State and Local Fiscal Recovery Funds (“SLFRF”) Program. The Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: The City of Kalamazoo Grant Program (herein referred to as the “Program”). The Subrecipient agrees to provide services detailed in the attached scope of work, and to perform all other obligations and duties as contained in this Agreement and any/all addenda.

This Contract Agreement 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 Contract Agreement.

Project Number	
Subrecipient:	United Way of South Central Michigan
Organization Type:	Non-Profit Organization
UEI:	
EIN:	
Mailing Address:	
Email Address:	
Project Location:	
SLFRF (CFDA #):	21.027
Award Type (Grant or Loan):	Grant
FAIN:	SLFRP1994
Federal Prime Award:	\$ 38,872,877
Federal Prime Award Date	5/10/2021
Final Funding Spend Down Date:	September 30, 2024 for partners, December 31, 2024 for “Subrecipient”

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on July 6, 2022, **and** complete the Program no later than **December 31, 2024**, (hereinafter referred to as the “Program Expiration Date”).

2. Method of Payment

Payments will be made by the City of Kalamazoo to Subrecipient in the form of a single grant payment to be spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient’s continued compliance with the provisions set forth in this Contract Agreement and any/all SLFRF Rules and Regulations being 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, United States Department of Treasury Requirements, the City of Kalamazoo SLFRF Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDT and/or the City of Kalamazoo policy memo, regulation, communication or guideline, as may be amended from time to time.

3. Funding



It is expressly understood that in no event will the total funding exceed \$550,000 unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the City of Kalamazoo's receipt of full USDT federal funding and authorization from USDT to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

4. SLFRF Regulations

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

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

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

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, Program Schedule, Program Budget and Scope of Work as outlined in **Exhibit 1** attached to this Contract Agreement. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

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

6. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement as attached in **Exhibit 1** ("Program Budget"). The City of Kalamazoo may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the City of Kalamazoo upon request.

The 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 the Subrecipient has received explicit written approval from the City of Kalamazoo to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget includes cost breakdown provided in Application.
- The 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 City of Kalamazoo so long as (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.

The 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 City of Kalamazoo as provided for elsewhere in this Contract Agreement.



7. Fund Disbursement

The Subrecipient will receive funds through single payment upon final receipt and approval of all required documents contained in this agreement as determined by the City of Kalamazoo. The City of Kalamazoo will disburse funds directly to the recipient for the amount listed at Section 3 of this Agreement. Any and all funds received shall be used solely to pay Eligible Project Costs that meet the requirements of this grant agreement and those required by 2 CFR Part 200, the City of Kalamazoo Purchasing and Accounts Payable Policies and Procedures and the State of Michigan.

The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and the City of Kalamazoo, such as retaining portions of contracts until completion and requiring bonds, warranties and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts or purchases, in compliance 2 CFR 200.317-326 – Federal Procurement Standards and the attached City of Kalamazoo Purchasing Policies (attached).

8. SLFRF Commitment

The City of Kalamazoo agrees to disburse SLFRF funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall the City of Kalamazoo be liable for any costs incurred in excess of this commitment (hereinafter referred to as the “SLFRF commitment”), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the City of Kalamazoo.

9. Commencement and Duration

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

The 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 on page one (1) of this Contract Agreement.

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

10. Drug Free Workplace

The 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 apart of this Contract Agreement.

11. Bonding

Contractors hired by the subrecipient, shall not commence work until they have obtained the bonding requirements listed below.

1. **BID BOND GUARANTEE:** The bid must be accompanied by a bid bond which shall not be less than five (5%) percent of the total amount of the bid. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the bid and award, and the furnishing of a performance bond and a labor and material bond (A and B below) by the successful bidder. (Contractors Note: A cashier's or certified check in lieu of a bid bond is NOT acceptable.)



- A. **PERFORMANCE BOND:** A performance bond shall be furnished in the full amount of the contract ensuring the City of faithful performance of all the provisions of the contract, and the satisfactory performance of any equipment required hereunder. The bond shall also ensure the City against defective workmanship and/or materials.
- B. **LABOR AND MATERIAL (PAYMENT) BOND:** A labor and material (payment) bond shall be furnished for the period covered by the contract, in the full amount of the contract for the protection of labor and material suppliers and sub-contractors.

Bonds shall be secured by a guaranty, or a surety company listed in the latest issue of the U.S. Treasury, circular 570, and licensed to do business in the State of Michigan and written in favor of the City of Kalamazoo. The amount of such bonds shall be within the maximum amount specified for such company in said circular 570. The bonds shall be accompanied by a power of attorney showing authority of the bonding agent to sign such bonds on behalf of the guaranty or surety company. The cost of the bonds shall be borne by the Contractor.

Failure of the Contractor to supply the required bonds within ten (10) days after Notice of Award, or within such extended period as the Purchasing Agent may agree to, shall constitute a default and the City of Kalamazoo may either award this contract to the next lowest bidder or re-advertise for bids and may charge against the Contractor for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Kalamazoo for a refund.

- 2. **WAIVERS OF LIEN:** Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.
- 3. **PREVAILING WAGES:** The successful bidder will be required to comply with Section 2-125 of the Code of Ordinances of the City of Kalamazoo regarding prevailing wages and Exhibit 3 attached, incorporated herein by reference.

The contractor shall comply with the bonding requirements of 2 CFR 200.326, -Bonding, if applicable.

The contractor must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

12. Insurance

Contractors hired by the subrecipient, shall not commence work until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the subrecipient and any contractor they hire. All deductibles and SIRs are the responsibility of the Vendor.

The contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.



Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Subrecipient, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Subrecipient shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested. If any of the above coverages expire during the term of this contract, the Subrecipient shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Subrecipient, or contractor under this agreement, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the contractor, subrecipient, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Subrecipient's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310- Insurance, if applicable.

13. The City of Kalamazoo and USDT Recognition

The Subrecipient agrees to recognize the role of Executive Order 11246, the City of Kalamazoo and USDT in providing assistance pursuant to this Contract 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 Contract Agreement shall be prominently labeled as to this funding source and for the City of Kalamazoo's role in distributing these funds.

14. Program Income

All subrecipients agree to not impose additional fees or charges upon their customers for the portion of work funded through this grant agreement through the end of the SLFRF period of performance (December 31, 2026). The Subrecipient shall comply with The Uniform Guidance requirements that pertain to program income at 2 CFR 200.307.



15. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: 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. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

16. Contractors and Subcontractors

All work supported under this Contract 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 City of Kalamazoo 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.

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

18. Right to Inspect

The City of Kalamazoo, its agents and 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 Contract Agreement and SLFRF’s Rules and Regulations.

Subrecipient agrees to permit the City of Kalamazoo, its agents and 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 the City of Kalamazoo, as and when requested, for the purpose of determining Subrecipient’s compliance with this Contract Agreement and SLFRF’s Rules and Regulations.

19. Record Retention and Access to Records

Subrecipient agrees that the City of Kalamazoo, 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 Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the City of Kalamazoo’s grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

20. Limitation of Liability

Subrecipient acknowledges that the City of Kalamazoo 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 Contract Agreement. Subrecipient acknowledges that should the City of Kalamazoo find a material default or noncompliance with this Contract Agreement, as determined by the terms dictated and agreed in this Contract Agreement, as a result thereof, cease disbursement of SLFRF funds, the City of Kalamazoo 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 the City of Kalamazoo harmless against any resulting loss, including reasonable attorneys’ fees.

22. Indemnification Generally

Subrecipient shall defend, hold harmless and indemnify the City of Kalamazoo, 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 City of Kalamazoo 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 City of Kalamazoo shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

23. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Contract 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 official 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 City of Kalamazoo upon its request.

The 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. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

25. Reliance Upon Information

The commitment of SLFRF funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to the City of Kalamazoo by Subrecipient. SLFRF Funds may be withdrawn or recaptured by the City of Kalamazoo or at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if the City of Kalamazoo 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 City of Kalamazoo in its sole discretion.

26. Programmatic Changes

Subrecipient will promptly notify the City of Kalamazoo in writing in the event of changes in key personnel and obtain the prior written approval from the City of Kalamazoo 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 Contract Agreement, which are material to the management or completion of the Program, or which could be construed by the City of Kalamazoo as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify the City of Kalamazoo may result in termination of this Contract Agreement.

27. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the City of Kalamazoo quarterly, or at such other intervals as requested, any information, documents or certifications requested by the City of Kalamazoo which it deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the City of Kalamazoo. The City of Kalamazoo shall retain the right to change reporting requirements from time to time as it deems necessary.

Commented [BR1]: Adjust based on reporting requirements for the specific project



Subrecipient must maintain records for inspection by the City of Kalamazoo. 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.

Quarterly Reports on spending by the recipient must be sent to the City of Kalamazoo until the Final Fund Draw Down Date or the completed close out of this agreement following the schedule listed.

Quarterly Reports on expenditures and project status are required to be submitted to the City of Kalamazoo 4 times per year, each year, covering the timeframes listed and corresponding report by date:

January 01 – March 31: Report by April 15

April 01- June 30: Report by July 15

July 01- September 30: Report by October 15

October 01-December 31: Report by January 15 (of following year)

The following records and reports must be submitted to the subrecipient by all program selected for grant awards through this funding and be made available to the City of Kalamazoo upon request:

- a. Monthly Reports on expenditures and project status with supporting documentation of program expenses
- b. Final expenditure reports shall be submitted no later than 15 days following the final drawdown of SLFRF funds.
- c. Financial documents, terms of agreement, and contracts upon request.
- d. Records of all transactions.
- e. Any other program information as requested by the City of Kalamazoo from time to time.

28. Close-outs

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

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

Notwithstanding the foregoing, the terms of this Contract 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 City of Kalamazoo 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 City of Kalamazoo. If such audit contains no material findings, Subrecipient is not required to submit a copy to the City of Kalamazoo unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the City of Kalamazoo, USDT, or any designee thereof. The City of Kalamazoo 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 City of Kalamazoo 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 Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract 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 Contract 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 Contract Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to the City of Kalamazoo. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for that Program to the City of Kalamazoo.

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 City of Kalamazoo as follows:

- a. To complete the program by the program expiration date;
- b. To comply with the City of Kalamazoo 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 City of Kalamazoo 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 Contract 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 Contract Agreement are true, accurate and complete in all material respects as of the date Application;
- e. It has not failed to provide the City of Kalamazoo 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. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as the City of Kalamazoo may request in connection with this Contract Agreement; and
- g. The 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 Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

36. Termination

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

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

- a. Failure to comply with the City of Kalamazoo 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 the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the City of Kalamazoo of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either the City of Kalamazoo or the 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, if in the case of a partial termination, the City of Kalamazoo determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City of Kalamazoo may terminate the award in its entirety.



37. No Waiver

No delay or omission by the City of Kalamazoo 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 Contract Agreement, whether the City of Kalamazoo has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the City of Kalamazoo 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 Contract 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 Contract Agreement shall be of any effect unless the prior written consent of the City of Kalamazoo to such assignment has been first obtained.

39. Severability; Survivability

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Contract Agreement. Any provision of this Contract 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 Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.

40. Governing Law

This Contract Agreement is being executed and delivered in the State of Michigan and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

41. Section Headings and Subheadings

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

42. Notices

All notices to be given pursuant to this Contract 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 the City of Kalamazoo:

To Subrecipient:

Mailing Address (US Postal Service only)

The City of Kalamazoo
241 W South Street
Kalamazoo, MI 49007

Physical Address (FedEx, UPS)

The City of Kalamazoo
241 W South Street
Kalamazoo, MI 49007



43. Changes to the Agreement

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

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

The City of Kalamazoo may, in its discretion, amend this Contract 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 Contract Agreement, such modifications will be incorporated only by written amendment signed by both the City of Kalamazoo and the Subrecipient.

44. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

45. List of Exhibits

- Exhibit 1: City of Kalamazoo SLFRF Community Violence Intervention Program Description
- Exhibit 2: Federal Grant Compliance Financial Risk Assessment
- Exhibit 3: Federal Contract and Purchasing Requirements
- Exhibit 4: Federal Lobbying Certification
- Exhibit 5: Section 2-125 of the Code of Ordinances of the City of Kalamazoo regarding prevailing wages



The City of Kalamazoo and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

The City of Kalamazoo,

Witness

Name:

Title:

Department:

Subrecipient:

Witness

Name:

Title:

Approved as to form and correctness:

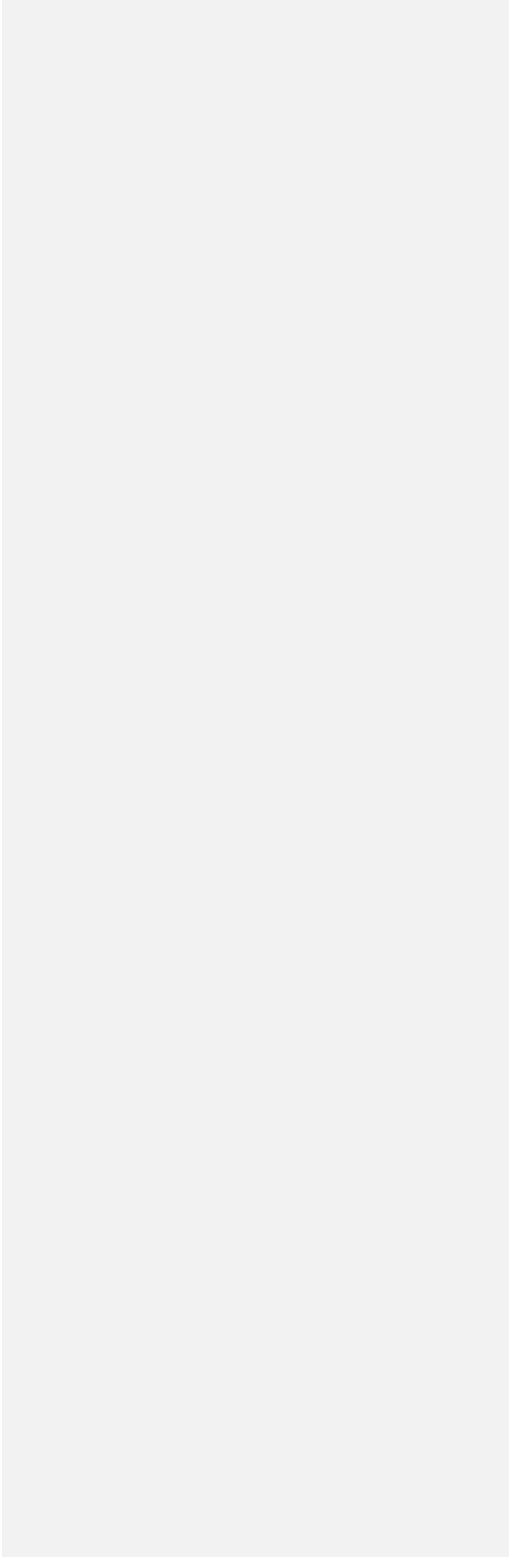




Exhibit 1:

City of Kalamazoo SLFRF Community Violence Intervention Program Description

- GRANT USES:** These funds will be used to provide direct Assistance to Non-Profit Organizations with emphasis on Qualified Census Tracts (see map below) to ensure eligibility requirements are met. Subgrantees should “be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.”

All uses must align with one of the following approved Community Violence Intervention activities:

- Referrals to trauma recovery services for victims of crime
- Community violence intervention programs, including evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
- Capacity-building efforts at CVI programs like funding more intervention workers, increasing their pay, providing training and professional development for intervention workers, and hiring and training workers to administer the programs
- Program or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - summer education and enrichment programs in these communities
 - programs that address learning loss and keep students productively engaged
 - enhanced services for foster youth and home visiting programs
 - summer camps and recreation

Each funded project must align with eligible activities under SLFRF Expenditure Category 1.11 – Community Violence Intervention.

- TIMELINE:** Grants can only pay for expenses incurred as of 7/6/2022 and through 12/31/2024.
- ADMINISTRATIVE COSTS:** The United Way will receive the de minimum rate of 10% for administering this contract with the City of Kalamazoo. For all subawards, any administrative costs must be charged directly; indirect costs will not be permitted.
- PROGRAM BUDGET:** This agreement is for \$550,000.00 and includes \$500,000 of funding to be awarded in sub-grants with selected partners and \$50,000.00 of administrative expenses to be retained by the United Way for their oversight and implementation of this program.
- MONITORING:** The City of Kalamazoo has developed a Support Assessment Tool which will be administered to every sub recipient of SLFRF funds. The Subrecipient Support Assessment Tool will not necessarily determine if a subgrantee is to be funded but will determine the level of support and monitoring that subgrantee will receive. This tool will be administered through the United Way’s electronic grant software.



Also required in all agreements:

- a. Clearly identify to subrecipient that award in SLFRF
- b. Adjust ongoing monitoring based on level of assessed risk, identification of deficiencies, and follow-up needed to ensure remediation –written policies must be established for this oversight and records maintained documenting compliance.
- c. Record Retention Requirements – seven years after all funds expended per City.
- d. Audit Requirements – recipients and subrecipients who receive over \$750,000 must complete a single audit
- e. Civil Rights Compliance – each organization must meet legal requirements related to nondiscrimination and nondiscriminatory use of Federal funds.

6. **REPORTING:** For each project, the following must be reported quarterly to the United States Department of Treasury

Initially reported and any changes reported quarterly:

- a. Subrecipient identifying and demographic information (DUNS)
- b. Award date, type, amount, and payment method (for loans, expiration date)
- c. Primary Place of Performance
- d. Project Name, Start Date, and End Date
- e. Identification number/Project Number (created by recipient),
- f. Project Expenditure Category and Performance Indicators
- g. Project Description (between 50-250 words, “sufficient detail to provide understanding of the major activities that will occur” and include metric information based on Expenditure Category), and
- h. Project Demographic Description – Qualified Census Tracts (there are variety of ways to determine if an organization is serving economically disadvantaged communities):
 - i. the program or service is provided at a physical location within the QCT (for multi-site projects, the majority of sites are in a QCT);
 - ii. the program or service where primary beneficiaries live in a QCT;
 - iii. the program or service for which eligibility criteria leads intended beneficiaries to earn less than 60% AMI for relevant jurisdiction, OR
 - iv. the program or service for which eligibility criteria leads over 25% of intended beneficiaries to be below the federal poverty line.

Projects may use reasonable estimates to determine if they meet one of these criteria, “including identifying intended beneficiaries...in terms of income characteristics, geographic location, or otherwise estimating the beneficiaries of a program based on its eligibility criteria.” If there is not a reasonable way identified to estimate intended beneficiaries, the program cannot indicate they are serving economically disadvantaged communities.

- i. Must also comply with 2 CFR Part 170, Appendix A (reporting of top five most highly compensated executives IF 80%+ of funding comes from federal contracts and info is not otherwise public).



Quarterly, the following details are also to be reported:

- j. current period obligation
- k. cumulative obligation
- l. current period expenditure
- m. cumulative expenditure
- n. Status of completion – not started, completed <50%, completed >50%, completed
- o. report of progress on all agreed up program performance indicators (outcomes and outputs)

7. FEDERAL REQUIREMENTS: Should the City of Kalamazoo need additional information as a result of changes in the SLFRF program or the Final Rule, the City will work with all partners to ensure compliance with requirements in the most flexible manner possible. Any additional requirements will be incorporated into agreements as quickly as possible to ensure compliance.

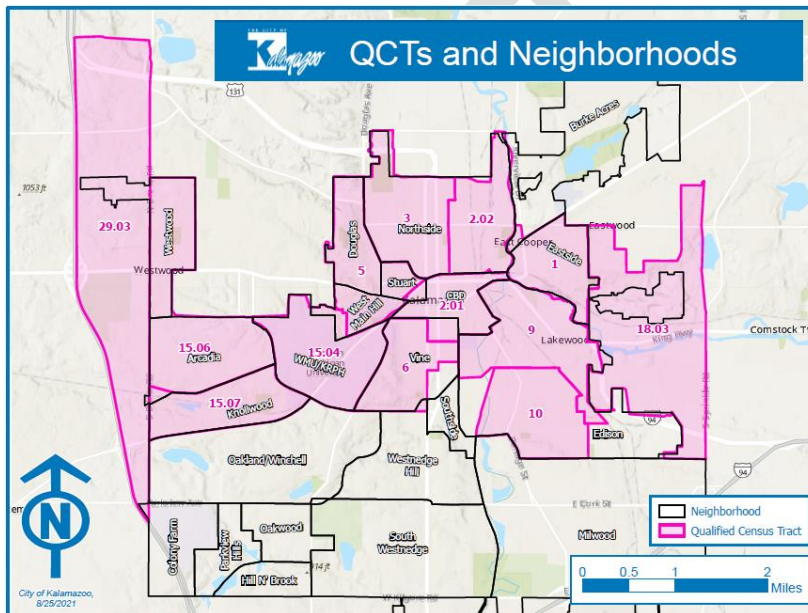




Exhibit 2:

Federal Grant Compliance Financial Risk Assessment for Subrecipient

1. Do the financial statements your organization uses include at a minimum those required by generally accepted accounting principles, such as the below? YES or NO

- Balance sheet or statement of financial position
- Income statement or statement of operations
- Statement of cash flows
- Notes to the financial statements covering accounting policies, debt, capital assets, leases, pensions, etc.

2. Has your organization had a single audit in the past 3 years? Yes or NO

3. Has your organization been barred from receiving Federal Grants? YES or NO

4. Has your organization been out of compliance as a recipient or subrecipient for any grant in the past 3 years? YES or NO

5. Are current assets sufficient to cover current liabilities? YES or NO

6. Are there any other financial items of note that we should be aware of (e.g., unfunded commitments or other unrecorded liabilities; lawsuits; subsequent events)? YES or NO

If yes, please explain:

By signing this report, I certify to the best of my knowledge and belief that the answers are true. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name: _____ Position: _____ Date: _____



Exhibit 3:

Federal Contract and Purchasing Requirements

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

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 ~~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)**
Contractor 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, the Contractor 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, the Contractor is required to verify that none of Contractor's 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) The Contractor 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 City of KALAMAZOO. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) The Contractor 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 offer. The Contractor 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.)** Contractor 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. Contractor 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. The Contractor agrees to provide the City of KALAMAZOO, 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor 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. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- C. No language in this contract 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. The Contractor 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. The Contractor 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. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of KALAMAZOO
- D. and understands and agrees that the City 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.
- E. Contractor 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)

Contractor 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 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.

Contractor 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 contract, the Contractor 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. The Contractor 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), Contractor 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, 74 FR 51225 (Oct. 6, 2009), Contractor 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.), 4 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

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 4:

Federal Lobbying Certification

This form is required to be signed by all contractors of the 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's authorized official

(Print name and title of person signing above)