

## APPLICATION (TERMS AND CONDITIONS)

### For sub-award of State and Local Fiscal Recovery Funds

This application is being submitted by \_\_\_\_\_[NONPROFIT]. (the “NONPROFIT”) is applying for a grant in the amount of \$ \_\_\_\_\_[GRANT AMOUNT] (the “Grant Amount”) from Sussex County, Delaware (the “County”). If awarded, the NONPROFIT will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the “Grant Application”).

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) identified as federal award identification number [SLFRP4442] (the “ARPA Grant”) with a federal award date of [July 21, 2021] provided by the United States Treasury (“Treasury”) to the County. The NONPROFIT, 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”).
  - 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 in the sole discretion of the County, but not later than December 31, 2024).
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. 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.
  - 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 or otherwise) of the sub-recipient, in order to conduct audits or other investigations.
  - c. Records shall be maintained by the sub-recipient for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
7. 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

8. Cost Sharing. Cost Sharing or matching funds are not required to be provided by the sub-recipient.
9. 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 conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112.
10. 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 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.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
11. 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.
12. 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.
13. 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.
14. 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 [SLFRP4442] awarded to Sussex County, Delaware by the U.S. Department of the Treasury.*"
15. 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 subrecipient 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.
16. 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.

- b. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the County (or the United States) and sub-recipient.

17. 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.

18. 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.

19. 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 NONPROFIT submitting this Application certifies, represents, and warrants as follows:

1. I am duly authorized by the NONPROFIT 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).
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 NONPROFIT'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 NONPROFIT 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 NONPROFIT shall be in writing and addressed to [NONPROFIT CONTACT INFORMATION] and notices to the County shall in writing and delivered to [Sussex County, 2 The Circle, PO Box 589, Georgetown, Delaware 19947, Attention: Ms. Gina A. Jennings, Finance Director/COO or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Sussex County for any changes to the contact information.
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 NONPROFIT is registered with the System for Award Management ("SAM") and I confirm that the name of the NONPROFIT 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 application) is true, accurate and complete in all material respects as of and on the date hereof.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_