

COUNCIL ACTION FORM

SUBJECT: MOORE MEMORIAL WEST LAND RETIREMENT GRANT FUNDING

BACKGROUND:

In 1987, the City developed the eastern portion of what had been a 90-acre farm into Moore Memorial Park. The former farm property located west of loway Creek was not developed and has since been rented to Iowa State University for agricultural research. Staff has identified “land retirement” of the western portion as an opportunity to promote the City’s sustainability goals. Land retirement is the conversion of land from row crop agriculture to perennial native vegetation.

In May 2021, staff contracted with ISG to design a land retirement plan. ISG worked with Water & Pollution Control, Parks & Recreation, and Public Works staff throughout the remainder of 2021 and provided a Land Retirement Plan that addressed the City’s goals of: improved water quality and stormwater management; habitat creation/protection; and improved opportunities for passive recreation. **The recommended action from ISG was to convert the site from row crop agriculture to perennial native vegetation.**



Project Location

The Iowa Nutrient Reduction Strategy recognizes that ‘land retirement’ conservation practices can typically achieve a 75% phosphorous reduction and 85% nitrate reduction. The nutrient reductions accomplished by the Moore Memorial West land retirement will be ‘banked’ as credit toward any future, more stringent nutrient reduction requirements imposed on the Water Pollution Control Facility.

In January 2022, Water & Pollution Control Department staff submitted a Water Infrastructure Fund grant application to the Iowa Finance Authority. **Recently, staff was notified that the grant request for \$61,500 had been approved.** This grant funding would cover the mobilization, clearing/grubbing, and seeding/fertilization costs associated with the conversion to perennial native vegetation.

The Engineer’s Opinion of Probable Cost for conversion of row crop to perennial native vegetation is \$69,000. The remainder of the project cost will be covered by the \$200,000 budgeted in the FY 2021/22 Watershed-Based Nutrient Reduction CIP account. The

project bid documents will be prepared in-house in partnership with the Parks and Recreation Department, so there will be no additional fees for outside engineering. Future amenities such as trails would be funded out of other City programs.

The requested action by Council is to approve the grant agreement with the Iowa Finance Authority. A Notice to Bidders will be issued at a later date.

ALTERNATIVES:

1. Approve a resolution to enter into the grant agreement with the Iowa Finance Authority in the amount of \$61,500.
2. Do not enter into a grant agreement at this time.

CITY MANAGER'S RECOMMENDED ACTION:

Converting the land west of Moore Memorial Park from row crop to perennial native vegetation would provide improvements to water quality and stormwater management, create native habitat, and improve passive recreation opportunities for Ames residents. Grant funding provided by the Iowa Finance Authority would cover a majority of the costs associated with converting this land to perennial native vegetation.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

WATER INFRASTRUCTURE FUND

Grant Agreement



WIF AGREEMENT NUMBER: _____

PARTICIPANT: _____

AWARD AMOUNT: _____

AWARD DATE: _____

GRANT AGREEMENT (the “Agreement”) made as of ____ day of _____, 2022 by and between the IOWA FINANCE AUTHORITY (the “Authority” or “IFA”), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, and _____ the (“Participant”), located at _____, (Individually, a “Party”, Jointly, the “Parties”) effective as of the Award Date stated above.

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to state, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the State of Iowa received a grant from the SLFRF; and

WHEREAS, the State of Iowa established the Water Infrastructure Fund (“WIF”) to administer a portion of the SLFRF funds received by the State of Iowa; and

WHEREAS, the Authority is directed to receive, administer, and disburse funds from the WIF; and

WHEREAS, the Participant submitted an application for WIF funding for a project (“the Project”) which is more fully described in Appendix A to this agreement;

WHEREAS, the Participant’s application for WIF funding has been reviewed and approved by the Authority; and

WHEREAS, in approving the application submitted by the Participant, the Authority has relied upon the representations of proposed Project activities, cost estimates, and other material information contained therein; and

WHEREAS, the Authority desires to disburse grant funds (the “Grant”) to the Participant for eligible purposes related to the Project, which Grant is more fully described in Appendix A to this Agreement; and

WHEREAS, the Participant accepts the Grant upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall apply:

- A. “ARPA” means the American Rescue Plan Act of 2021.
- B. “Agreement” refers to this grant agreement.
- C. “Allowable Expenses” shall mean costs directly incurred by the Participant for the design, development, or construction of the Project that are eligible for reimbursement as determined by the Authority based on the provisions of ARPA and U.S. Department of Treasury guidance, rules, and regulations.
- D. “Authority” means the Iowa Finance Authority.
- E. “Grant” means the award from the Water Infrastructure Fund to the Participant for eligible Project activities.
- F. “Participant” means the eligible recipient of the Water Infrastructure Fund Grant, and may be an individual, a non-profit or for-profit corporation, a municipality or other governmental body.
- G. “Project” means new or existing eligible government services or investments funded in whole or in part by SLFRF funding. The U.S. Department of the Treasury’s guidance aligns eligible WIF projects with the Environment Protection Agency’s (EPA) Clean Water State Revolving Fund and Drinking Water State Revolving Fund’s list of eligible projects.
- H. “SLFRF” means State and Local Fiscal Recovery Funds, which were established by the American Rescue Plan Act of 2021.
- I. “WIF” means the Water Infrastructure Fund.

ARTICLE II USE OF FUNDS

The Participant shall use the Grant only for eligible uses related to the Project, in accordance with this Agreement and any applicable state or federal law including, but not limited

to, the American Rescue Plan Act of 2021 (“ARPA”), and any guidance, rules or regulations issued by the US Department of the Treasury related to ARPA.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PARTICIPANT

To induce the Authority to make the Grant referred to in this Agreement, the Participant represents and warrants that:

A. The Participant is duly authorized and empowered to execute and deliver the Agreement. All required actions on the Participant’s part, such as appropriate resolution of its governing board or council for the execution and delivery of the Agreement, have been effectively taken.

B. All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter and related materials, and no material adverse change has occurred since the Application was submitted to the Authority.

C. The contents of the Application the Participant submitted to the Authority for a WIF Grant is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Participant since the date the Participant submitted the Application to the Authority.

D. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Participant, threatened against the Participant affecting in any manner whatsoever its right to execute the Agreement or to otherwise comply with the obligations of the Agreement. There are no actions, lawsuits, or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Participant, threatened against or affecting the Participant or any property involved in the Project.

ARTICLE IV COVENANTS OF THE PARTICIPANT

The Participant covenants and agrees with the Authority that:

A. The Participant will use the Grant to acquire, construct, and equip the Project, in accordance with any applicable state or federal law including, but not limited to, the American Rescue Plan Act of 2021; any guidance, rules or regulations issued by the U.S. Department of the Treasury; and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Appendix B. The Participant will use the Grant for no other purpose without the prior written consent of the Authority.

B. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Grant in accordance with this Agreement.

C. The sum of the Grant and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Authority is not in any manner obligated to provide additional grants or any other funds for the Project.

D. The Project is reasonably expected to be completed not later than eighteen (18) months after the date of this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date to this Agreement or (2) the Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Authority, any further disbursement of the Grant funds may be terminated and any Grant funds paid to the Participant shall be repaid by the Participant to the Authority within 90 days or such longer period agreed to by the Authority.

E. The Participant will report to the Authority on the Participant's expenditure of the Grant and the status of the Project on the first day of the quarter following the date of this Agreement and on the first day of every quarter thereafter until the Participant completes the Project. At the time the Participant completes the Project, the Participant will provide promptly to the Authority a final report (the "Final Report"). All reports to the Authority will be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.

F. The Participant shall allow the Authority and its agents, officers and employees ready access at the Participant's offices; to the Participant's agents, officers and employees; and to its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Authority its Final Report. Upon the Authority's written request therefor, the Participant will promptly provide to the Authority, at no cost to the Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant shall maintain all records related to the Project for five (5) full years from the date of completion of the Project or the date of final disbursement of Grant funds, whichever is later.

H. The Participant will own, operate, and maintain the Project in good condition for its useful life or shall cause the Project to be so operated and maintained in accordance with this Agreement. The Participant shall pay for and maintain insurance as is customary in the State of Iowa for entities such as the Participant.

I. The Participant will establish, adjust, and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain, in good condition, the Project, if applicable.

J. To the extent permitted by Iowa law, the Participant agrees to indemnify, defend, and hold harmless the Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement or any action taken hereunder, the Grant or the Project or the planning, design, acquisition, construction or equipping, or operating of the Project, from all judgments or recoveries resulting therefrom and for all costs in defending or

appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

K. In the event any expenses associated with a Project exceeding \$10 million in total costs are to be paid or reimbursed from the Grant, the Participant will comply with the federal Davis Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Authority.

L. In any year in which total expenditures of Federal financial assistance including the Grant and any financial assistance received from the Authority pursuant to its state revolving loan program received from all sources exceeds \$750,000, the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Authority with a copy of the SAA audit within 9 months of the audit period.

M. Any publications produced with SLFRF funds must display the following language: "This project is being supported, in whole or in part, by federal award number (FAIN) SLFRF4374 awarded to the State of Iowa by the U.S. Department of the Treasury."

N. The Participant shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant application.

O. Notwithstanding any provision herein to the contrary, the Authority may require the Participant to make available and/or borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project before all or some portion of the Grant is paid to the Participant.

ARTICLE V CONDITIONS TO GRANT AND DISBURSEMENT OF FUNDS

Unless and until each and every one of the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Participant any amounts under this Agreement:

A. Proceeds of the Grant shall be made available to the Participant in the form of one or more periodic disbursements. The Participant shall request disbursements in a manner approved by the Authority. Expenses shall be documented in a manner acceptable to the Authority. Each Disbursement Request Form shall be signed by an authorized officer or employee of the Participant.

B. Disbursements shall be made in a timely fashion following the receipt of satisfactory information and documentation as set forth above and a determination by the Authority that the documented expenses are Allowable Expenses. Unless otherwise agreed to in writing by the Issuer, funds shall be payable via automated clearinghouse (ACH) system transfer to the account specified by the Participant.

C. The Authority reserves the right to withhold funds until it has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

D. Unless the Authority consents in writing, no Grant disbursements shall be made more than one year after substantial completion of construction of the Project.

E. The Authority's obligation to make a disbursement of the Grant funds to the Participant under this Agreement may be terminated at the option of the Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Authority reserves the right to, in its sole discretion and without giving any prior notice, require the Participant to repay the entirety of the Grant proceeds disbursed to the Participant within ninety (90) days of written notice delivered to the Participant.

F. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to the Participant or relieve the Participant from fully performing any other obligation required of it under this Agreement. Neither the Authority nor any agent, attorney, member, or employee of the Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

G. This Agreement does not create a debt or a liability of the Authority under the Constitution of the State of Iowa or a pledge of the faith or credit of the Authority and does not directly, indirectly or contingently obligate the Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Grant shall be funded solely from uncommitted and available funds held in the Water Infrastructure Fund or from other sources the Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Grant funds, or any portion thereof, that there shall be available to the Authority uncommitted funds in an amount sufficient to satisfy the Authority's obligations hereunder in the Water Infrastructure Fund.

H. If the Authority makes a determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Authority shall notify the Participant in writing that the determination has been made and this Agreement shall be canceled. Any determination by the Authority that funds are not appropriated or otherwise available shall be final and conclusive.

I. It is expressly understood and agreed that the maximum amount to be paid to the Participant by the Authority under this Agreement shall not exceed the Award Amount.

**ARTICLE VI
GENERAL PROVISIONS**

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement.

B. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

C. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

D. The Participant will give any notice or other writing to the Authority in writing by certified United States mail, postage prepaid, or hand delivery to the Iowa Finance Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, address to the attention of the Chief Bond Programs Director, or such other persons or address as shall be given properly to the Authority. The Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

E. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Authority or the State of Iowa.

F. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Authority.

G. Neither this Agreement, nor the Grant may be assigned by the Participant without the prior written consent of the Authority and any attempt to assign this Agreement without such consent shall be void.

H. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties, and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

I. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, agent and principal, or other association of any kind or

relationship between the Parties hereto. Each Party shall be deemed to be an independent party contracting for the mutual benefits expected to be derived herefrom. No Party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another Party to this Agreement.

J. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

K. The Participant agrees to pay (a) the fees, costs, and expenses in connection with the Grant, including but not limited to attorneys' fees incurred by the Authority and (b) any and all costs and fees, including but not limited to attorneys' fees and costs, incurred by the Authority in connection with the enforcement of this Agreement, in the event of the breach by the Participant or a default under this Agreement.

L. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

M. Each and every provision of law and clause required by law, including but not limited to, ARPA and U.S. Department of the Treasury guidance, rules, and regulations, or by any funding agreement(s) executed by the Authority related to SLFRF, to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

N. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Grant.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

PARTICIPANT:

Participant
(*organization*): _____

By (signed): _____

Printed: _____

Title: _____

IOWA FINANCE AUTHORITY:

By (signed): _____

Aaron Smith
Chief Bond Programs Director

APPENDIX A
PROJECT AND GRANT

1. **The Project.** Please describe the Project receiving funding:

2. **Grant Award Amount** – \$ _____

3. **Participant's Notice Address:**

Attention: _____

[End of Appendix A]

APPENDIX B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this 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. Participant 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, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
 - b. 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 Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, 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. Conflicts of Interest. 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. Recipient and subrecipients 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.
7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply 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. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this 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 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.
 - ii. 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.
 - iii. 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.
 - 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 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 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 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.
8. Remedial Actions. In the event of Recipient's 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 receipt 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.
9. Hatch Act. 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.
10. False Statements. Recipient understands that making false statements or claims in connection with this 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.
11. 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.
12. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by 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 Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, 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 Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), 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.
 16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Appendix B]