

**AGREEMENT WITH CONTRACTOR OF
FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Contractors from the Coronavirus State Fiscal Recovery Fund. Butler County has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the County and your organization is signing and certifying the same terms and conditions included in the County's separate agreement with Treasury. Your organization is referred to as a CONTRACTOR.

As a condition of your organization receiving federal recovery funds from the County, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Contractor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

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CONTRACTOR'S RESPONSIBILITIES TO BUTLER COUNTY

1. CONTRACTOR acknowledges that it will fulfill all of the services as outlined in Exhibit A in accordance with the terms of this agreement.

2. Use of Funds
 - a. CONTRACTOR acknowledges that by entering into this contract it is assuming responsibility for the proper expenditure of the federal funds being provided by the County.
 - b. CONTRACTOR acknowledges this Reward is not for research and development.
 - c. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance as well as all other pertinent State and Federal laws and regulations.
 - d. CONTRACTOR 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.
 - e. CONTRACTOR will exercise normal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with award terms and conditions; and reviewing technical performance after project completion to assure that the award objectives have been accomplished.
 - f. CONTRACTOR acknowledges that, as set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on effective date of Agreement, and ends on September 30, 2026.
 - g. CONTRACTOR, in addition to any other federal law or regulation, agrees not to expend money received pursuant to this subgrant on anything other than an allowable expense. An allowable expense is:
 - i. Reasonable and necessary;
 - ii. Allocable to the award;
 - iii. Not disallowed under the terms of the award, the applicable cost regulation, or the governing program or program legislation;

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- iv. Accorded consistent treatment within the CONTRACTOR's accounting practices;
 - v. Treated in accordance with generally accepted accounting procedures;
 - vi. Not used to meet cost-sharing or matching requirements unless its application for that purpose is in accordance with the applicable rules;
 - vii. Reflects the net of all applicable credits;
 - viii. Approved if their incurrence required the agency's prior approval (See 2 C.F.R. Pt. 200, Subpt. E and 2 C.F.C. §200.407(a) to (g));
 - ix. Adequately documented; and
 - x. Actually incurred.
- h. CONTRACTOR agrees that if a question arises about the allowability of any expenditure pursuant to this subgrant, either by the CONTRACTOR or an entity with which the CONTRACTOR has contracted with pursuant to this subgrant, prior to expending any such funds CONTRACTOR will consult with the County and if necessary the appropriate federal agency for a determination on the allowability of such expenditure.
- i. CONTRACTOR agrees that the funds provided by the County pursuant to this subgrant award will be used exclusively toward the goals as set forth in this contract. CONTRACTOR further agrees to keep such funds separate from other funds in the possession of the CONTRACTOR.
- j. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- k. Cost sharing or matching funds are not required to be provided by CONTRACTOR.

3. Oversight

- a. CONTRACTOR is responsible for implementing internal controls to provide reasonable assurance that each of the following objectives are achieved.
- i. Effective and efficient operations so as to eliminate fraud and waste in the expenditure of the federal funds provided by the County;
 - ii. Reliable reporting for both internal and external use which will be shared with the County, the Federal Government or any audit ordered by either the County or Federal Government.
 - iii. Compliance with all applicable laws and regulations.
 - 1. Transactions must be properly recorded and accounted for in order to:
 - a. Permit the preparation of reliable financial statements and federal reports;

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- b. Maintain accountability over assets; and
 - c. Demonstrate compliance with federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act.
 2. In addition to properly recording all transactions, all transactions must be executed in compliance with:
 - a. Federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act that could have a direct and material effect on the grant; and
 - b. Any other federal or state statutes and regulations that are applicable.
 3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition. CONTRACTOR guarantees it will have adequate security and accountability over all grant assets.
 - b. CONTRACTOR's internal controls shall be in the form of a written policy which shall be provided to the County for its approval prior to the effective date of this agreement.
 - c. CONTRACTOR's internal control policy will identify internal controls and strategies meant to prevent, detect and correct any fraud or compliance issues. CONTRACTOR is encouraged but not required to implement the Federal Government Accountability Office's "Seventeen Principles" found in the GAO's Green Book into its internal control policy.
4. Reporting
- a. CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award. CONTRACTOR also agrees to comply with all reporting requirements of the County as detailed in Exhibit C.
 - b. The County may request additional information from the CONTRACTOR, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US Treasury during the scope of this Agreement.
 - c. CONTRACTOR agrees to provide the County with detailed and comprehensive list of all expenditures and backup documentation to support such expenditures. Such reports must include a statement signed by the CONTRACTOR, indicating that all expenditures therein comport with the guidelines of the Act as set for the by the US Treasury.

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- d. CONTRACTOR acknowledges that the County reporting obligations to the United States Treasury Department at regular intervals both during and subsequent to the effective term of this agreement. CONTRACTOR agrees to provide the information required by the County as detailed in Exhibit C and to furthermore provide such information on or before the required reporting dates as provided in Exhibit C.
 - e. CONTRACTOR agrees that if it detects fraud, waste, unallowable expenditures or other actions contrary to federal or state laws and regulations or the terms of this contract it will immediately report such activity to the County's designated contact person no later than the next business day after such discovery.
5. Maintenance of and Access to Records
- a. The CONTRACTOR shall maintain records, books, documents, and other materials relevant to its performance under this Agreement to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing as well as any other applicable Federal and State laws and regulations.
 - b. CONTRACTOR agrees the County, State of Ohio or Federal Government may inspect its financial and other records related to this subaward, in the possession of CONTRACTOR or any entity with which CONTRACTOR contracts with in relation to this subgrant, at any time with twenty-four (24) hours' notice. CONTRACTOR further agrees to provide any records to the County within forty-eight (48) hours of a written or oral request which the County requires for any reporting or oversight function.
 - c. CONTRACTOR agrees that if its total federal award exceeds seven hundred and fifty thousand dollars (\$750,000), inclusive of this subgrant award, during the County's calendar fiscal year, CONTRACTOR will cooperate fully with the County by providing the County any documentation or other information or assistance which the County requires to satisfy the Single Audit Act pursuant to 31 U.S.C.A. §7501 to 7507. CONTRACTOR agrees to comply with all requirements of the Single Audit Act.
 - d. If the contract is not subject to the Single Audit Act of 1996 CONTRACTOR agrees to cooperate fully with the County in any audit or other oversight activity ordered by the County. The County shall pay the costs of such audit or oversight activity and such activity will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards and limited in scope to activities allowed or unallowed, allowable costs and cost principles, eligibility of expenditures and compliance with reporting requirements.

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- e. CONTRACTOR agrees to allow any County and Federal personnel conduct onsite visits on any worksite or property of CONTRACTOR or any entity contracting with CONTRACTOR in relation to this subgrant, within twenty-four (24) hours' notice and will make available for interviews any employees the County or Federal Agency deems necessary to speak with.
- f. 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 CONTRACTOR in order to conduct audits or other investigations.
- g. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.