

Grant No:

Date:

Grantee:

Grant Amount:

GRANT AGREEMENT
(Cybersecurity Improvement Grant Program)

This Grant Agreement (this “Agreement”) is entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the “Trust”), an instrumentality of The Commonwealth of Massachusetts (the “Commonwealth”) and the grantee listed above, a political subdivision or public instrumentality (together with its successors and assigns, the “Grantee”).

WHEREAS, in accordance with the Enabling Act the Massachusetts Department of Environmental Protection (the “Department”) has issued a Project Approval Certificate to the Trust approving the Project (as defined in Section 2.2) and the costs thereof to be funded by the Trust and, in connection therewith, the Grantee and the Department are executing and delivering, simultaneously with the execution and delivery of this Agreement, one or more Project Regulatory Agreements pertaining to the eligible activities as approved by the Department for the Project.

WHEREAS, the Trust is willing to extend financial assistance in the form of a grant (the “Grant”) to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee will agree to adopt, follow and publicize the Project after completion thereof to the satisfaction of the Department; and

WHEREAS, the Grantee is willing to accept the Grant and its obligations hereunder on the terms stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Trust is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a Local Governmental Unit or other Eligible Borrower (each as defined in the Enabling Act) that with full legal right and authority to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the Project and to carry out and consummate all transactions contemplated by the foregoing;
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made.

- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department, is pending or, to the knowledge of the Authorized Officers of the Grantee (as identified on Schedule A) executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project or (2) contesting or affecting the validity of this Agreement, or the power of the Grantee to apply the Grant as contemplated by this Agreement; and neither the corporate existence of the Grantee nor the title to office of any Authorized Officer of the Grantee executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (f) *Information Submitted.* All information, reports, and other documents and data submitted to the Trust in connection with this Agreement (including without limitation the Application) were, at the time the same were furnished, and are, as of the date hereof, complete and correct in all material respects.
- (g) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to the Trust in connection with this Agreement (including, without limitation, the Application).

ARTICLE II - THE GRANT

2.1 Grant Amount and Expiration Date

- (a) *Grant Amount.* The Trust agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, a Grant, in the maximum amount specified on Schedule A hereto.
- (b) *Expiration Date.* The Grant, and the obligation of the Trust to disburse the Grant, or any portion thereof, shall expire on the date (the "Expiration Date") specified on Schedule A hereto. No portion of the Grant will be disbursed by the Trust after the Expiration Date. The Trust, in its sole discretion, may approve extensions of the Expiration Date.

2.2 Project

- (a) *Grant Purpose.* The Grant has been made solely to finance a project intended to mitigate vulnerability of the operational technology of the Grantee's public water system to cyberattacks and to strengthen such system's overall cybersecurity posture (as determined by the Department) as described in more detail on the 'Scope of Work' section of the Application on file with the Department (the "Project").

- (b) *Project Schedule.* The Grant will be disbursed by the Trust no more frequently than monthly during the active project phase. The Department and the Grantee have established the disbursement request schedule set forth in Schedule B. Project completion will be evaluated by the Department.

ARTICLE III - CONDITIONS OF FUNDING

3.1 Conditions to Disbursements

The obligations of the Trust to approve or make any disbursement of the Grant is subject to the satisfaction of each of the following conditions on or before the date of such disbursement (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such disbursement as though made on and as of such date.
- (b) *Compliance with Agreement.* That Grantee is in material compliance with this Agreement.
- (c) *Additional Documents.* That the Grantee provides the Trust with such additional documents as the Trust may reasonably request.

3.2 Grant Disbursements

Subject to Section 4.2, the Trust shall make disbursements of the Grant no more frequently than monthly.

- (a) Disbursements shall be in an amount that is approved by the Department as eligible costs and is accounted for by consultant/supplier invoices.
- (b) Monthly disbursements are contingent on the Grantee submitting monthly progress reports in form and detail acceptable to the Department. Failure to submit such reports may place a hold on future disbursements from the Trust until the Department confirms to the Trust that reporting for the Grantee is up to date.
- (c) The final disbursement shall be in an amount that, together with the amounts previously disbursed, will not exceed the Grant amount. Upon completion of the Project, the Grantee shall file a Project Completion Certificate with the Department as described in the Project Regulatory Agreement. The final disbursement shall not be made until the Department approves Project completion, as evidenced by the Department's filing of the Project Completion Certificate with the Trust.

ARTICLE IV - AFFIRMATIVE COVENANTS

4.1 Generally

Unless otherwise agreed to in writing by the Trust, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article IV.

4.2 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as determined by the Department. The Trust shall have no obligation to disburse or expend any amounts for the Project in excess of the Grant.

4.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

4.4 Additional Affirmative Covenants or Conditions

The Grantee shall comply with the additional affirmative covenants and conditions set forth in Exhibit I hereto related to funding made available by the American Recovery and Reinvestment Act of 2021 (ARPA), and such other additional affirmative covenants or conditions, if any, set forth in Exhibit II hereto.

ARTICLE V - TERMINATION AND REMEDIES

5.1 Termination of the Grant by the Trust

- (a) *Termination of the Grant by the Trust.* The Trust, in its sole discretion, may terminate this Agreement and cease making disbursements of the Grant:
- (i) if, as of the Expiration Date, the Grantee has not met all conditions to the final disbursement as described in Section 3.2(c) to the satisfaction of the Department;
 - (ii) if the Grantee has materially breached of any term of this Agreement, including but not limited to terms relating to providing property owner permissions and furnishing construction permits and meeting the milestones set forth in the approved Project schedule, or that the Grantee has failed to strictly comply with any applicable state or federal regulation applicable to the Project and/or the Grant;
 - (iii) if any representation or warranty made by the Grantee in the Application, any request for disbursement, this Agreement, any certification, or other supporting documentation thereunder shall prove to have been incorrect in any material respect at the time made;
 - (iv) if the Grantee shall cease operations, on a voluntary or involuntary basis, of the public water system for which the Project is being completed.
 - (v) in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Trust action inconsistent with performing its obligations under this Agreement.

- (b) *Notice of Termination.* The Trust shall provide the Grantee with written notice of termination of the Grant as provided in subsection (a), setting forth the reason(s) for termination. The termination of the Grant and this Agreement shall be effective as of the date such notice of termination is sent by the Trust.

5.2 Termination of the Grant by the Grantee

The Grantee may terminate the Grant by written notification to the Trust, setting forth the reasons for such termination and the effective date.

5.3 Termination on Final Disbursement

This Agreement shall terminate upon receipt by the Grantee of the final disbursement as described under Section 3.3(c).

5.4 Effect of Termination; Reimbursement of Disbursements

Upon termination of the Grant and this Agreement, the Trust shall have no further obligation to make disbursements. Upon termination of the Grant and this Agreement pursuant to Sections 5.1(a)(i)-(iv) or Section 5.2, the Grantee shall reimburse the Trust for all disbursements of the Grant on a schedule to be negotiated in good faith between the Trust and the Grantee, but in no event more than three (3) years from the date of such termination.

ARTICLE VI - MISCELLANEOUS

6.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered to the intended recipient at the “Address for Notices” specified in Schedule A; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

6.2 No Waiver

No failure or forbearance on the part of the Trust to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Trust of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

6.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any Federal or State legal proceedings arising under this Agreement in which the Trust is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

6.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Trust and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Trust.

6.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Trust unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

6.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

6.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6.8 Schedules, Exhibits and Attachments; Counterparts

Each Schedule and Exhibit and each other attachment hereto and referred to herein is an integral part of this Agreement. Moreover, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original.

6.9 No Third Party Beneficiary

This Agreement is exclusively between the Trust on the one hand and the Grantee on the other, and does not nor is intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or fact. Any funds disbursed by the Trust are intended to finance the Project. Any approvals given by the Trust or the Department to the Grantee are solely for the benefit of the Trust. The Trust is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Trust and the Grantee.

6.10 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the Trust replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the Trust for disbursements of the Grant;
or
- (c) This Agreement has been terminated pursuant to the provisions of Article V hereof.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the day and year first above written.

MASSACHUSETTS CLEAN WATER TRUST

By: _____
Authorized Officer

[GRANTEE]

By: _____
Authorized Officer

SCHEDULE A

1. Grant No.:
2. Grantee:
3. Grant Amount:
4. Grant Agreement Date:
5. Expiration Date:
6. Authorized Officers:
 - a. of the Trust: The Chair and the Vice Chair (and each designee thereof pursuant to M.L. c. 30, §6A), the Executive Director and the Treasurer of the Trust
 - b. of the Department: The Commissioner, the Deputy Commissioner and the Deputy Assistant Commissioner for Financial and Construction Management of the Department
 - c. of the Grantee:
7. Addresses for Notices:
 - a. To the Trust:

Massachusetts Clean Water Trust
One Center Plaza
Boston, Massachusetts 02108
 - b. To the Department:

Department of Environmental Protection
100 Cambridge Street, Suite 900
Boston, Massachusetts 02114
Attention: Commissioner
 - c. To the Grantee:

Exhibit I - Special Conditions (ARPA)

ARPA Provisions

All or a portion of the Grant may be funded by the Trust from federal State Fiscal Recovery Funds (CFDA No. 21.027 – Coronavirus State and Local Fiscal Recovery Funds), authorized by the American Rescue Plan Act of 2021 (“ARPA”), identified as federal award number SLFRP2618 provided by the United States Treasury (“Treasury”) to the Commonwealth and appropriated to the Trust. While such ARPA funding does not constitute a sub-award of federal funds¹, the Grantee agrees that in addition to the other representations, covenants, conditions and obligations of the Grantee contained in the Agreement, the following also shall pertain to the Grant and any financial assistance funded by ARPA (the “ARPA Assistance”):

1. Use of Funds.
 - a. The Grantee understands and agrees that the ARPA-funded Grant may only be used in compliance with section 602(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing, and any guidance provided by the Trust.
 - b. The Grantee will determine prior to engaging in the Project that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project.
2. Period of Performance. The period of performance for the ARPA Assistance begins on the date of execution by all parties of the Agreement and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, the Grantee may use ARPA Assistance funds to cover eligible costs obligated through contracts executed between March 3, 2021 and December 31, 2024, as included in this Agreement. ARPA funds must be expended (i.e. disbursed) prior to December 31, 2026.
3. Reporting. The Grantee agrees to comply with any reporting obligations established by Treasury, the Commonwealth and/or the Trust as they relate to the ARPA Assistance.
4. Maintenance of and Access to Records.
 - a. The Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any guidance provided by the Trust.
 - b. The Trust, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Grantee in order to conduct audits or other investigations.

¹ Pursuant to US Treasury guidance, Coronavirus State and Local Fiscal Recovery Funds expended under the “Revenue Replacement” eligible use category do not give rise to sub-awards. See Coronavirus State and Local Fiscal Recovery Funds, Frequently Asked Questions as of March 29, 2024, available at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>.

- c. Records shall be maintained by the Grantee for a period of seven (7) years after all funds shall have been expended or returned to the Trust, whichever is later.

5. Compliance with Applicable Law and Regulations.

- a. The Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the ARPA Assistance.
- b. Federal regulations applicable to the ARPA Assistance include, without limitation, the following:
 - i. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment., 2 C.F.R. 200.216, providing that ARPA Assistance may not be obligated or expended 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 or services” means any of the following: (A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (B) 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). (C) Telecommunications or video surveillance services provided by such entities or using such equipment. (D) 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 and “covered foreign country” means the People’s Republic of China.
 - ii. Factors Affecting Allowability of Costs, 2 C.F.R. 200.403(a), (c), (d), (g), and (h)), requiring that each cost funded with ARPA Assistance must: (i) be necessary and reasonable for the performance of the ARPA award; (ii) be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the Grantee; (iii) be accorded consistent treatment; (iv) be adequately documented; and (v) be incurred during the approved budget period

- iii. Reasonable Costs, 2 C.F.R. 200.404(e), providing that a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to whether there is significant deviation from the Grantee's established practices and policies regarding the incurrence of costs, which may unjustifiably increase the cost.
 - 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 ARPA Assistance is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. New Restrictions on Lobbying, 31 C.F.R. Part 21, requiring, among other things, (i) that no appropriated funds may be expended by a recipient of ARPA Assistance to pay 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 any of the following covered Federal actions: 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; and (ii) disclosure if such person has made or agreed to make any payments using nonappropriated funds which would be prohibited under clause (i) if paid for with appropriated funds.
 - vi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects, including projects funded with ARPA Assistance.
- c. Statutes and regulations prohibiting discrimination applicable to the ARPA Assistance 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; See Assurances of Compliance with Civil Rights Requirements *attached to this Exhibit I*.
 - 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.
6. Recoupment. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act.
7. Hatch Act. The Grantee 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.
8. False Statements. The Grantee understands that making false statements or claims in connection with the ARPA Assistance 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.
9. Publications. Any publications produced with funds from the ARPA Assistance must display the following language: *"This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2618 awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."*
10. Debts Owed the Federal Government.
 - a. Any funds paid to the Grantee (1) that are determined by the Treasury Office of Inspector General to have been misused; or (2) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Grantee shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by the Grantee. 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 Grantee knowingly or improperly retains funds that are a debt as defined in paragraph (a) above. Treasury will take any actions available to it to collect such a debt.
11. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, the Grantee 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 the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee 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.
 13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

[Remainder of page intentionally left blank; Assurances of Compliance with Civil Rights Requirements follows.]

Assurances of Compliance with Civil Rights Requirements

As a condition of receipt of federal financial assistance, the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant funded from ARPA Assistance may include other federal grants. This assurance applies to all federal financial assistance from or funds made available through Treasury, including but not limited to the Grant funded from ARPA Assistance.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's program(s) is federally assisted in the manner proscribed above.

1. The Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Grantee acknowledges that Executive Order 13166, "*Improving Access to Services for Persons with Limited English Proficiency*," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency ("LEP"). The Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Treasury's implementing regulations. Accordingly, the Grantee shall initiate reasonable steps, or comply with the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. The Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. The Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant funded from ARPA Assistance, and is binding upon the Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.
5. The Grantee acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's contractors, subcontractors, successors, transferees, and assignees:

The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. The Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Treasury (including, without limitation, the Grant funded from ARPA Assistance, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. The Recipient shall cooperate in any enforcement or compliance review activities by the Trust or the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. The Grantee shall maintain a complaint log and promptly inform the Trust of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that the Grantee has received no complaints under Title VI.
9. The Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.

[End of Exhibit I.]

Exhibit II - Special Conditions (Other)

[Insert any applicable Special Conditions]

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