

**MONTANA DEPARTMENT OF COMMERCE  
MONTANA COAL ENDOWMENT PROGRAM  
CONTRACT #MT-ARPA-PL-23-650**

This agreement ("Contract") is entered into by the Huntley Yellowstone County Water and Sewer District, Montana ("Grantee"), (81-0467959) and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

**Section 1. PURPOSE**

The purpose of this Contract is to provide funding to the Grantee for infrastructure planning activities approved by the Department under the Montana Coal Endowment Program ("MCEP" or "Program") as authorized by House Bill 11, passed by the 67th Legislature and as signed into law by Governor Gianforte on May 12, 2021 (Chapter 466, Laws 2021). The Montana Coal Endowment Program was formally known as the Treasure State Endowment Program. Any references to the Treasure State Endowment Program or "TSEP" now refer to the Montana Coal Endowment Program as authorized by the 67<sup>th</sup> Legislature in Senate Bill 258 (Chapter 330, Laws 2021).

**Section 2. AUTHORITY**

- (a) This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated ("MCA"), Title 8, Chapter 94, Subchapter 38 of the Administrative Rules of Montana ("ARM"), and Chapter 466, Laws 2021.
- (b) This Contract is also issued under the authority of the American Rescue Plan Act of 2021 (Public Law 117-2) ("ARPA") and House Bill 632 and Chapter 401, Laws 2021. The Department was awarded federal funds under ARPA on May 24, 2021 by the U.S. Department of the Treasury under CFDA number 21.027. This grant is considered a subaward as defined in 2 CFR §200.1 and federal financial assistance in relation to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 – 7507). As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

**Section 3. APPLICATION INCORPORATED BY REFERENCE**

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), are incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee. If a conflict exists between the terms and

conditions of this Contract and those of the Application, the Contract terms and conditions govern.

#### **Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS**

- (a) Subject to the limitation in subsection (e) below, the Grantee shall comply with all applicable (i) local, state, and federal laws and (ii) rules, regulations, guidance, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Some—but not all of these laws and regulations—are outlined in Sections, 4(h), 7(e), 19 and 20. Grantee is responsible for understanding and following the applicable laws, rules and regulations. Grantee shall also comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *MCEP Administration Guidelines for Infrastructure Planning Grants*.
- (b) The Grantee agrees that all agreements entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in this Contract. Such requirements must be included in the agreements with such entities and the Department may request a copy of the agreements with such entities at any time.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards, including the most current *Uniform Application for Montana Public Facility Projects (preliminary engineering grants)* or the *CDBG Application Guidelines for Housing Projects (preliminary architectural reports)*, available at <http://comdev.mt.gov/Home..>
- (d) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to implement portions of this Contract, expends in violation of the terms and conditions of this Contract, the laws, rules, regulations and guidance governing the Program or any other applicable local, state, or federal requirements. This repayment obligation does not limit any other remedies the Department may have under this Contract (e.g. Section 17) or law.
- (e) The Grantee acknowledges that if it or any of its authorized agents have health regulations related to COVID-19 that are stricter than those imposed by the State of Montana in effect at the time this grant is awarded, the amount of the grant will be reduced by twenty percent (20%).
- (f) 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 SLFRP1747 awarded to the State of Montana by the U.S. Department of the Treasury.”

- (g) The Grantee must provide the Department with a statement of what it intends to accomplish with these funds and must state how it will achieve the outcomes.
- (h) Grantee agrees to comply with the requirements of ARPA including but not limited to the regulations adopted by U.S. Department of the Treasury pursuant to Section 602(f) of ARPA and guidance issued by the U.S. Department of the Treasury. See U.S. Department of Treasury’s Compliance and Reporting Requirements: [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](#)
- (i) If it is determined that this Project is not eligible for ARPA funds, the Grantee understands and acknowledges that the Department may terminate this Contract as outlined in this Contract or amend the terms and conditions of this Contract if feasible and allowed under applicable law.
- (j) The Grantee acknowledges and agrees that neither the funding of the Project under this Contract nor any review of the final deliverables by the Department constitutes the Department’s approval or endorsement of the contents of such, and that such funding and/or review will have no influence on the Department’s ranking of a subsequent application from the Grantee for any project grant.

**Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect upon execution by the parties and will terminate on December 31, 2022 or upon approval of Grantee’s Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between November 4, 2021 and September 30, 2022. All requests for reimbursement must be submitted to the Department within ninety (90) days after September 30, 2022.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Grantee will procure its engineer or other primary contractor to complete the Project within six (6) months of the execution of this Contract or the Contract will terminate unless the Department determines, in its sole discretion, that Grantee has demonstrated substantial progress towards procuring an engineer.

- (e) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to December 31, 2022.

## **Section 6. SCOPE OF WORK**

The Grantee shall complete the Project and administer this Contract as set forth in the Grantee's application for program assistance, including any amendments, approved by the Department. This grant is not for R&D or indirect costs. The Grantee will use Program funds for the following major components of the Project:

- Preliminary conference call with the Department prior to beginning the Project to confirm Project components and design;
- Professional Engineering Services to complete a Water Professional Engineering Report;
- Submit one electronic copy of Water Professional Engineering Report.

## **Section 7. BUDGET**

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$15,000.
- (b) A copy of the Project budget is attached as Exhibit B incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request to and approval by the Department.
- (c) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.
- (d) The Grantee agrees that the funds disbursed under this Contract may only be used in compliance with ARPA, any Treasury regulations implementing ARPA, House Bill 632 of Montana's 67<sup>th</sup> Legislature, and House Bill 11 of Montana's 67<sup>th</sup> Legislature, as applicable. The funds awarded in this Contract are subject to repayment to the Department as may be required by any applicable law or this Contract and if any expenses incurred are found to be ineligible. The Grantee understands that cost overruns beyond the awarded amount will be the responsibility of the Grantee. This section shall survive termination of this Contract.

## **Section 8. ACCESS TO AND RETENTION OF RECORDS**

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the Department, the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Huntley, Montana.
- (b) The Grantee shall provide the Department, Montana Governor's Office, Montana Legislative Auditor, U.S. Department of the Treasury Office of Inspector General, the U.S. Government Accountability Office, or their authorized agents access to any records necessary to determine Contract compliance. This section shall survive termination of this Contract.

## **Section 9. LIAISONS**

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

**For the Department:**

**Rebecca Shaw Quiñones (or successor)**  
**Program Specialist, MDOC**  
**301 S. Park Ave.**  
**P.O. Box 200523**  
**Helena, MT 59620-0523**  
**406-841-2752**  
**rebecca.shaw@mt.gov**

**For the Grantee:**

**Andrea Kenney (or successor)**  
**Great West Engineering**  
**6780 Trade Center Ave**  
**Billings, MT 50101**  
**406-281-8577**  
**akenney@greatwesteng.com**

If different representatives or addresses are designated by either party after Contract signing, notice of the name, title, and address of the new representative must be provided to the other party.

## **Section 10. METHOD OF REIMBURSEMENT**

- (a) The Department will use the funds appropriated in HB 11 to fund infrastructure planning awards to Grantees that have received a notice of award letter from the

Department. Grantee acknowledges that its access to Program funds is subject to their availability.

- (b) The Department agrees that if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee shall follow the instructions supplied by the Department.
- (d) Payment to the Grantee for approved Project activities under this Contract will generally be in accordance with the disbursement schedule listed below:
  - (i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables in accordance with the preliminary conference call. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.
  - (ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, proof of matching funds, a Project completion report, and Grantee's final request for funds.
- (e) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b); any expenses not included in Exhibit B or an approved adjustment thereto; any ineligible expenses as set forth in the most current version of the *MCEP Administration Guidelines for Infrastructure Planning Grants*; or any expenses not adequately supported by the Grantee's records.
- (f) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (g) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence its Project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will

revert to the Department and may be used, at the Department's discretion, to fund other Program grants.

- (h) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (i) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (j) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may, in addition to the remedies available at law or in this Contract, withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency. If the parties are unable to agree on such a plan, the Department may exercise remedies available at law or in this Contract
- (l) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with Contract requirements.
- (m) The Grantee may not use funds provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (n) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.

## **Section 11. REPORTING REQUIREMENTS**

- (a) Project Progress Reports: During the term of this Contract, the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at minimum the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expense to be reimbursed, describe any significant problems encountered in carrying out the project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required Project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project, the Grantee shall submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.
- (c) ARPA Reporting: The Grantee shall comply with any U.S. Department of the Treasury or additional Department reporting requirements necessary to comply with ARPA.

## **Section 12. PROJECT MONITORING**

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

## **Section 13. NOTICE**

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

## **Section 14. REFERENCE TO CONTRACT**

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

## **Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**



Grantee may not assign, transfer, or subcontract any portion of this Contract without the Department's prior written consent. Grantee is responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any contractor, subcontractor, or subrecipient and the State of Montana or the Department under this Contract.

## **Section 16. CONTRACT AMENDMENT**

This Contract may not be amended without a written agreement signed by all parties to the Contract.

## **Section 17. BREACH/DEFAULT/REMEDIES**

- (a) The occurrence of any of the following events is a Grantee breach under this Contract:
  - (i) Failure of the Grantee or its contractors, subcontractors, or subrecipient entities to follow a Contract term or condition;
  - (ii) The Grantee makes an intentionally untrue statement or materially misleading certification in this Contract or the Project; or
  - (iii) Any Grantee breach/default expressly specified in another section of this Contract.
  
- (b) Upon the occurrence of a breach, the Department shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Grantee shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Contract.

However, if the Department determines that a public safety issue or an immediate public crisis exists, the Department will not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part if the Department, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.

- (c) If Grantee fails to cure the breach within the period specified in the written notice, Grantee is in default of its obligations, and the Department may exercise any or all the following remedies:
  - (i) Pursue any remedy provided by law or this Contract, including requesting



- 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 (not 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) Subrecipient 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)
- (i) Subject to the limitation set forth in Section 4(e), Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to: Montana environment and land use laws and rules; the Montana Human Rights Act (Title 49, MCA); the Equal Pay Act of 1963 (29 U.S.C. § 206(d)); the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, 7 CFR pt. 15); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*; 45 CFR pt. 90); the Americans with Disabilities Act of 1990 (42 U.S. Code § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*; 7 CFR pt. 15b); the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*); the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board; the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 CFR 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 *et seq.*, 43 CFR § 10.4); (ix) the Communications Act of 1934, as amended, (47 U.S.C. § 151 *et seq.*); the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 *et seq.*; and

Grantee and its contractors, subcontractors and subrecipients are the

employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

- (ii) In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.
- (d) The Grantee shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the Department or the State of Montana. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.
- (e) Grantee shall comply with applicable state prevailing wage laws. Mont. Code Ann §§ 18-2-401 - 432.
- (f) Grantee shall comply with (i) applicable procurement laws, regulations, and policies and (ii) open meeting and public information laws. The Department may review any procurement solicitations that Grantee issues. The Department's review and comments shall not constitute an approval of the solicitation. Regardless of the Department's review, the Grantee remains bound by all applicable laws, regulations, and Contract terms. If during its review the Department identifies any deficiencies, then the Department shall communicate those deficiencies to the Grantee as quickly as possible within seven (7) business days.

## **Section 20. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Grantee shall maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").

As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

"Accounting Requirements" means compliance with GAAP acceptable to the Department; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200; the Federal Single Audit Act of 1984, as amended; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and the Montana Single Audit Act.

- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with sections 2-7-503, 5-13-304, and 18-1-118, MCA, and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract. This audit authorization shall survive termination of this Contract.

## **Section 21. AVOIDANCE OF CONFLICT OF INTEREST**

- (a) The Grantee shall comply with Sections 2-2-101 et seq, as applicable ("public employee" means, a person under contract to the state"), 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law, regulation, rule, or policy regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the Project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

## **Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by the Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating

thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

### **Section 23. INSURANCE**

- (a) General Requirements: Grantee must maintain-- and assure that its contractors, subcontractors and subrecipients maintain-- for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries (including death) to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, assigns, contractors, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission.
- (b) Primary Insurance: Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officials, employees, or volunteers and the State's insurance will not contribute with it.
- (c) Commercial General Liability Insurance: At its sole cost and expense, Grantee must maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or the established statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

The State of Montana, its officers, officials, employees, and volunteers must be covered as additional insureds under the general liability policy covering the Department's oversight of the Grantee; the premises operations, whether owned leased; and products and completed operations

Grantee shall ensure that its contractors, subcontractors, and subrecipients carry the commercial general liability insurance at the limits described above.

- (d) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*

- (e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.
- (f) The insurance coverage limits do not limit Grantee's liability under this Contract.

#### **Section 24. DEFENSE/ INDEMNIFICATION**

- (a) **Duty to Defend.** Grantee, at its sole cost and expense, shall defend the State of Montana and the Department, their officials, employees, and agents (collectively, Indemnitees) from and against all claims/demands, allegations, lawsuits, or any other action (Claim or Claims) arising or allegedly arising from the Grantee's or its contractor's, subcontractor's or subrecipient's (i) negligence; (ii) wrongful act or omission; (ii) breach/default of this Contract; or (iii) other failure to follow the terms and conditions of this Contract.
- (b) **Duty to Indemnify.** Grantee shall indemnify the Indemnitees against losses, liabilities, damages, judgments, settlements, penalties, fines, attorney/expert fees, expenses, interest, or fees, including the reasonable cost of investigation, defense, settlement, accounting, reporting and any advance of an expense or fee arising from the Claims.
- (c) **Notice of Claim.** The Department shall give the Grantee prompt notice of any Claim, and at Grantee's expense, the Department shall cooperate in the defense of the matter. The Grantee acknowledges that under Montana law, the Montana Attorney General may participate in an action involving the State of Montana.
- (d) The duties to defend and indemnify survive termination or expiration of this Contract.

#### **Section 25. DEBARMENT**

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

## **Section 26. FORCE MAJEURE**

Neither party will be responsible for failure to fulfill its obligations (other than an obligation to pay money) due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

## **Section 27. SEVERABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent. If the provisions are mutually dependent, the parties shall attempt to negotiate changes to the Contract consistent with the legal ruling and applicable law including but not limited to ARPA and its implementing regulations. If the negotiations are unsuccessful, then either party may terminate this Contract, and the Department shall determine how to proceed based on ARPA, its regulations, and other applicable law.

## **Section 28. ARBITRATION**

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

## **Section 29. NO WAIVER OF BREACH**

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

## **Section 30. JURISDICTION AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

## **Section 31. INTEGRATION**

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party,



not contained herein or in a properly executed amendment hereto are valid or binding.

**Section 32. ARPA CERTIFICATION**

By signing this Contract, Grantee agrees and certifies to the terms and conditions attached as Exhibit C, ARPA Terms and Conditions, incorporated herein by this reference.

The parties' authorized representatives have signed this Contract.

**HUNTLEY YELLOWSTONE COUNTY WATER AND SEWER DISTRICT:**

DocuSigned by: <i>Brian Ferderer</i>	2/8/2022
_____ Brian Ferderer, President	Date

**ATTEST:**

DocuSigned by: <i>Julie M. Frieling</i>
_____ Julie Frieling, Secretary/Treasurer

**MONTANA DEPARTMENT OF COMMERCE:**

DocuSigned by: <i>Renee Lemon</i>	2/10/2022
_____ E33182A66949400... Renee Lemon, Division Administrator renee.lemon@mt.gov	Date

EXHIBIT A  
Implementation Schedule

<b>TASK</b>	<b>MONTH</b>
<b>PROJECT START UP</b>	
Preparation of MDOC Contract	<b>Jan. 2022</b>
<b>PROCUREMENT OF PROFESSIONAL ASSISTANCE</b>	
Publish RFP or submit proof of previous procurement	<b>Jan. 2022</b>
Select professional	<b>Jan. 2022</b>
Execute agreement with professional	<b>Feb. 2022</b>
<b>PROJECT IMPLEMENTATION</b>	
Prepare draft deliverables	<b>May 2022</b>
Submit interim Request for Funds, Progress Report and draft deliverables	<b>June 2022</b>
Public review and comment	<b>July-Aug 2022</b>
Finalize deliverables	<b>September 2022</b>
<b>PROJECT CLOSE OUT</b>	
Submit final deliverables	<b>September 2022</b>
Submit final Request for Funds and Completion Report	<b>December 2022</b>

EXHIBIT B  
Budget

	<b>SOURCE: <i>ARPA from MCEP</i></b>	<b>SOURCE: <i>DNRC</i></b>	<b>SOURCE: <i>ARPA</i></b>	<b>TOTAL</b>
<b>Professional Services</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$25,000</b>	<b>\$55,000</b>

**Exhibit C**  
**ARPA Terms and Conditions**

Assistance Listing Number and Title: 21.027 (formerly CFDA Number)

Section 602 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 recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury through the State of Montana, the authorized representative below hereby (i) certifies that the sub-recipient named as a Grantee in the attached Grant Agreement executed between the local government grantee and Department of Commerce (Contract) requires the payment to be made pursuant to section 602 of the Act in order to carry out the activities listed in section 602 of the Act and (ii) agrees to the terms below and attached hereto.

U.S. DEPARTMENT OF THE TREASURY

CORONAVIRUS STATE FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Sub-Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Social Security Act (the Act) and Treasury 's regulations implementing that section and guidance.
  - 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, and completion of such project.
2. Period of Performance. The period of performance for this award begins and ends in accordance with the dates outlined in the Contract.
3. Reporting. Sub-Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.
4. Maintenance of and Access to Records
  - a. Sub-Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
  - 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 Sub-Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Sub-Recipient 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. Administrative Costs. Sub-Recipient may use funds provided under this award to cover direct costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Sub-Recipient.
8. 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. 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.
9. Compliance with Applicable Law and Regulations.
  - a. Sub-Recipient 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. Sub-Recipient also agrees to comply 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 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 Government wide 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. Sub-Recipient Integrity and Performance Matters, pursuant to which the sub-award terms set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby

incorporated by reference.

- vi. Government wide 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.

10. Remedial Actions. In the event of Sub-Recipient's noncompliance with section 602 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 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 and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. 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.

12. False Statements. Sub-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.

13. 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 SLFRP1747 awarded to State of Montana by the U.S. Department of the Treasury."

14. 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 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 sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Sub-Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Sub-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 Sub-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.

15. Disclaimer.

a. The United States expressly 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 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 Sub-Recipient does not in any way establish an agency relationship among or between the United States, State of Montana, Montana Department of Commerce, and the Sub-Recipient.

16. 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.

17. 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.

18. Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Sub-Recipient should encourage its employees, subrecipients, and 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.

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## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury through the State of Montana, the Sub-Recipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Sub-recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Sub-Recipient may request in the future.

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

1. Sub-Recipient 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 Department of 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. Sub-Recipient 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). Sub-Recipient 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 Department of the Treasury's implementing regulations. Accordingly, Sub-Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Sub-Recipient 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 Sub-Recipient's programs, services, and activities.
3. Sub-Recipient 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 Department of the Treasury has published its LEP

guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

4. Sub-Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Sub-Recipient and Sub-Recipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Sub-Recipient acknowledges and agrees that it must require any sub-grantees, 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 Sub-Recipient and the Sub-Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, 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. Sub-Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Sub-Recipient, 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 Sub-Recipient for the period during which it retains ownership or possession of the property;

7. Sub-Recipient shall cooperate in any enforcement or compliance review activities by the Department of 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 Sub-Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.

8. Sub-Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Sub-

Recipient also must inform the Department of the Treasury if Sub-Recipient has received no complaints under Title VI.

9. Sub-Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Sub-Recipient and the administrative agency that made the finding. If the Sub-Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Sub-Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Sub-Recipient makes sub-awards to other agencies or other entities, the Sub-Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. Sub-Recipients that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the signing official(s) on behalf of the Sub-Recipient certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Sub-Recipient is in compliance with the aforementioned nondiscrimination requirements.