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2022 JAN 19 PM 2:48

GERAL HARRISON  
COUNTY & CIRCUIT CLERK  
GRANT COUNTY, ARKANSAS  
BY  DC

**RESOLUTION NO. 2022-02**

**BE IT RESOLVED BY THE QUORUM COURT OF GRANT COUNTY, STATE OF ARKANSAS, A RESOLUTION TO BE ENTITLED:**

**A RESOLUTION ADOPTED IN FURTHERANCE OF THE AMERICAN RESCUE PLAN ACT FOR THE SUPPORT OF RENT AND UTILITIES IN RESPONSE TO THE COVID-19 PANDEMIC EMERGENCY**

**WHEREAS, The American Rescue Plan Act ("ARPA") was passed by Congress and signed by the President on March 11th, 2021, to provide relief and response to the COVID-19 pandemic emergency;**

**WHEREAS, the United States Treasury, have authorized the application for grants and use of funds for use in responding to and providing relief for the COVID-19 pandemic emergency, *including the supporting and funding for Rental and Utility assistance for our vulnerable citizens;* and**

**WHEREAS, Central Delta Community Action Agency (CDCAA) has served the citizens of this county by operating a Community Action Agency in our county for over 50 years and has made written application to the county for the sum of \$42,900.00 for use in costs for: rent and utilities serving our citizens, { A copy of the application of CDCAA is attached hereto and marked Exhibit "A"};**

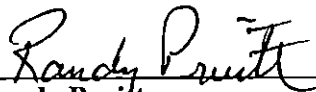
**WHEREAS, a contract for services has been entered into by and between the county and CDCAA for the provision of rent and utilities and the aforementioned costs for the period from March 3rd, 2021, through September 30th, 2022, { A copy of the contract for services is attached hereto and marked Exhibit "B"}; and**

**WHEREAS, the viability and enforceability of the contract is entirely dependent upon the award of the application and receipt of the ARPA funding in the sum of \$42,900.00 or a lesser sum if awarded; and**

**WHEREAS, the Quorum Court is resolved and supports the application for the subject grant and if the grant is awarded and funds received shall appropriate the funds received under the American Rescue Plan Act for the use by the applicant and in accordance with the subject contract for services and requirements of the United States and State of Arkansas under the ARP Act.**

**NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM COURT OF GRANT COUNTY, ARKANSAS, TO SUPPORT THE SUBJECT REQUEST FOR RELIEF UNDER THE AMERICAN RESCUE PLAN ACT FOR THE VULNERABLE CITIZENS OF GRANT COUNTY, ARKANSAS.**

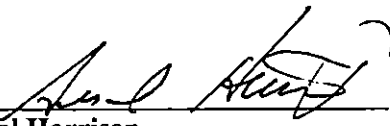
**APPROVED:**

  
\_\_\_\_\_  
Randy Pruitt  
County Judge of Grant County

DATED: 1/18/22

Sponsor(s): \_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Géral Harrison  
County Clerk of Grant County

DATED: 1/18/2022



Central Delta Community Action Agency  
Helping People. Changing Lives

200 Main Street, P O Box 506, Rison, Arkansas 71665  
(870) 536-0046

Kay Williams - Board President

WWW.CDCAA.ORG

Hayley Drakebill - Interim Executive Director

October 12, 2021

American Rescue Plan Funding Request  
Grant County Quorum Court  
Amount Requested: \$42,900.00

Dear Grant County Quorum Court Members:

This letter is to serve as a grant application request for American Rescue Plan funding for rent and utilities in Grant County.

Central Delta Community Action Agency has been serving Arkansas, Cleveland, Grant, Lincoln, and Jefferson Counties as the official Community Action Agency since 1968. Our Agency works daily to assist low-income individuals and families in breaking the generational cycle of poverty and move toward self-sufficiency by providing access to rental and utility assistance, emergency food assistance, transportation, job location and education.

Since the onset of the COVID-19 pandemic, CDCAA has served 189 families residing in Grant County through the programs we provide. Currently, households up to 125% of the federal poverty level (see attached poverty chart) are eligible to receive assistance through CARES Act funding through the Community Services Block Grant (CSBG). The Federal Government allowed for households up to 200% of the federal poverty level to qualify for assistance through the CARES Act, but, at this time, the state of Arkansas has not opted into that feature of the act. We feel this leaves many families in Grant County vulnerable and still needing assistance.

We have drafted a plan to serve clients in our area who do not currently meet the State's income level guidelines, but who fall between 130% and 250% of the federal poverty level. The Agency is requesting a total of \$300,000.00 for our service area, a population of 126,905 individuals. The budget is divided on a per capita basis per County, with our request to each County corresponding to the percentage of individuals residing there. According to the most recent census data, Grant County has a population of 18,126. We are requesting \$42,900 (14.3% of total request) in American Rescue Plan funding be designated to our Agency for use in serving these clients.

CDCAA would like to partner with Grant County government to assist its residents with rental and utility assistance. Utility assistance will apply to water, electric, gas and internet services. Our work plan (attached) will provide these services up to \$1,000.00 per eligible family. Because Grant County is served by our Agency, we have a database (CAP60) that allows us to know what services each client has received and will ensure that no household receives duplicated services

#### MISSION

We (Central Delta Community Action Agency) are focused on building stronger, better communities. We are dedicated to empowering low-income individuals and families by providing the education, services and opportunities needed for self-sufficiency.

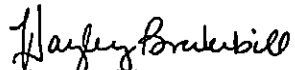
through the funding, if received. We hope to service at least 39 families in Grant County that fall between the 130-250% Federal Poverty Level.

CDCAA will provide insurance in the form of a Directors and Officers policy and Liability policy. I, under the Board of Directors will oversee the American Rescue Plan program, with the assistance of the Community Services Director (CSD) and a Community Services Specialist (CSS) that will administer the applications and retain information about eligibility. The CSS and CSD will also sign off on all applications assuring proper documentation. This grant money will not go directly to the clients but will instead be paid to the clients' landlord or utility provider.

We are asking that 10% of the total amount be used for administrative costs as this will ensure we can facilitate the program allowing for costs such as payroll, fringe benefits, and supplies. Please see attached budget for costs related to rent and utilities for both admin and program. We plan for this extended service to clients to take approximately three (3) months to expend the funding.

Thank you for your consideration and opportunity to partner with Grant County government in providing these services to clients in the area.

Respectfully,

  
Hayley Brakebill  
Interim Executive Director

**Proposed Grant County Admin Budget for CDCAA American Rescue Plan funding**  
**Total Request: \$42,900.00**

**Administrative budget:                   \$ 4,290.00**

**Payroll:**

**1 Part-time Employee\*               \$ 926.64**

**Executive Director                   \$ 858.00**

**Community Services Director       \$ 550.55**

**Fiscal Specialist II                   \$ 486.20**

**Fiscal Specialist I                    \$ 457.60**

**Fringe:                                   \$ 486.20**

**Postage:                                 \$ 95.81**

**Supplies:                                \$ 429.00**

**\*5.6 hours/week @ \$13.75 = 77.22 for 12 weeks = \$926.64**

**Proposed Grant County Budget for CDCAA American Rescue Plan funding  
\$42,900.00**

<b>Client Services</b> <b>(rent, electric, water, gas)</b>	<b>\$ 38,610.00</b>
<b>Administrative</b> <b>(see attached budget)</b>	<b>\$ 4,290.00</b>
<b>Total Request</b>	<b><u>\$ 42,900.00</u></b>

Poverty Guidelines, 48 Contiguous States (all states except AK and HI)

2021 Annual

Household/ Family Size	25%	50%	75%	100%	125%	133%	135%	138%	150%	175%	180%	185%	200%	225%	250%	275%	300%	325%	350%	375%	400%
1	\$3,220	\$6,440	\$9,660	\$12,880	\$16,100	\$17,130	\$17,388	\$17,774	\$19,320	\$22,540	\$23,184	\$23,828	\$25,760	\$28,980	\$32,200	\$35,420	\$38,640	\$41,860	\$45,080	\$48,300	\$51,520
2	\$4,355	\$8,710	\$13,065	\$17,420	\$21,775	\$23,169	\$23,517	\$24,040	\$26,130	\$30,485	\$31,356	\$32,227	\$34,840	\$39,195	\$43,550	\$47,905	\$52,260	\$56,615	\$60,970	\$65,325	\$69,680
3	\$5,490	\$10,980	\$16,470	\$21,960	\$27,450	\$29,207	\$29,646	\$30,305	\$32,940	\$38,430	\$39,528	\$40,626	\$43,920	\$49,410	\$54,900	\$60,390	\$65,880	\$71,370	\$76,860	\$82,350	\$87,840
4	\$6,625	\$13,250	\$19,875	\$26,500	\$33,125	\$35,245	\$35,775	\$36,570	\$39,750	\$46,375	\$47,700	\$49,025	\$53,000	\$59,625	\$66,250	\$72,875	\$79,500	\$86,125	\$92,750	\$99,375	\$106,000
5	\$7,760	\$15,520	\$23,280	\$31,040	\$38,800	\$41,283	\$41,904	\$42,835	\$46,560	\$54,320	\$55,872	\$57,424	\$62,080	\$69,740	\$77,400	\$85,060	\$92,720	\$100,380	\$108,040	\$115,700	\$123,360
6	\$8,895	\$17,790	\$26,685	\$35,580	\$44,475	\$47,321	\$48,033	\$49,100	\$53,370	\$62,265	\$64,044	\$65,823	\$71,160	\$80,055	\$88,950	\$97,845	\$106,740	\$115,635	\$124,530	\$133,425	\$142,320
7	\$10,030	\$20,060	\$30,090	\$40,120	\$50,150	\$53,360	\$54,162	\$55,366	\$60,180	\$70,210	\$72,126	\$74,042	\$80,240	\$90,270	\$100,300	\$110,330	\$120,360	\$130,390	\$140,420	\$150,450	\$160,480
8	\$11,165	\$22,330	\$33,495	\$44,660	\$55,825	\$59,398	\$60,201	\$61,631	\$66,990	\$78,155	\$80,388	\$82,621	\$89,320	\$100,485	\$111,650	\$122,815	\$133,980	\$145,145	\$156,310	\$167,475	\$178,640
9	\$12,300	\$24,600	\$36,900	\$49,200	\$61,500	\$65,436	\$66,420	\$67,896	\$73,800	\$86,100	\$88,560	\$91,020	\$98,400	\$110,700	\$123,000	\$135,300	\$147,600	\$159,900	\$172,200	\$184,500	\$196,800
10	\$13,435	\$26,870	\$40,305	\$53,740	\$67,175	\$71,474	\$72,548	\$74,161	\$80,490	\$93,890	\$96,732	\$99,574	\$107,480	\$120,915	\$134,350	\$147,785	\$161,220	\$174,655	\$188,090	\$201,525	\$214,960
11	\$14,570	\$29,140	\$43,710	\$58,280	\$72,850	\$77,512	\$78,678	\$80,476	\$87,420	\$101,990	\$104,934	\$107,878	\$116,560	\$131,130	\$145,700	\$160,270	\$174,840	\$189,410	\$203,980	\$218,550	\$233,120
12	\$15,705	\$31,410	\$47,115	\$62,820	\$78,525	\$83,551	\$84,807	\$86,692	\$94,230	\$109,935	\$113,076	\$116,217	\$125,640	\$141,345	\$157,050	\$172,755	\$188,460	\$204,165	\$219,870	\$235,575	\$251,280
13	\$16,840	\$33,680	\$50,520	\$67,360	\$84,200	\$89,589	\$90,936	\$92,957	\$101,040	\$117,880	\$121,248	\$124,616	\$134,720	\$151,560	\$168,400	\$185,240	\$202,080	\$218,920	\$235,760	\$252,600	\$269,440
14	\$17,975	\$35,950	\$53,925	\$71,900	\$89,875	\$95,627	\$97,065	\$99,222	\$107,850	\$125,825	\$129,420	\$133,015	\$143,800	\$161,775	\$179,750	\$197,725	\$215,700	\$233,675	\$251,650	\$269,625	\$287,600

2021 Monthly

Household/ Family Size	25%	50%	75%	100%	125%	133%	135%	138%	150%	175%	180%	185%	200%	225%	250%	275%	300%	325%	350%	375%	400%
1	\$268	\$537	\$805	\$1,073	\$1,342	\$1,428	\$1,449	\$1,481	\$1,610	\$1,878	\$1,931	\$1,986	\$2,147	\$2,415	\$2,683	\$2,952	\$3,220	\$3,488	\$3,757	\$4,025	\$4,293
2	\$363	\$726	\$1,089	\$1,452	\$1,815	\$1,931	\$1,960	\$2,003	\$2,178	\$2,540	\$2,613	\$2,686	\$2,903	\$3,266	\$3,629	\$3,992	\$4,355	\$4,718	\$5,081	\$5,444	\$5,807
3	\$458	\$915	\$1,373	\$1,830	\$2,288	\$2,434	\$2,471	\$2,525	\$2,745	\$3,203	\$3,294	\$3,386	\$3,660	\$4,118	\$4,576	\$5,033	\$5,490	\$5,948	\$6,405	\$6,863	\$7,320
4	\$552	\$1,104	\$1,656	\$2,208	\$2,760	\$2,937	\$2,981	\$3,048	\$3,313	\$3,865	\$3,975	\$4,085	\$4,417	\$4,969	\$5,521	\$6,073	\$6,625	\$7,177	\$7,729	\$8,281	\$8,833
5	\$647	\$1,293	\$1,940	\$2,587	\$3,233	\$3,440	\$3,492	\$3,570	\$3,880	\$4,527	\$4,656	\$4,785	\$5,173	\$5,820	\$6,467	\$7,113	\$7,760	\$8,407	\$9,053	\$9,700	\$10,347
6	\$741	\$1,483	\$2,224	\$2,965	\$3,706	\$3,943	\$4,003	\$4,092	\$4,448	\$5,189	\$5,337	\$5,485	\$5,930	\$6,671	\$7,412	\$8,154	\$8,895	\$9,636	\$10,378	\$11,119	\$11,860
7	\$836	\$1,672	\$2,508	\$3,343	\$4,179	\$4,447	\$4,514	\$4,614	\$5,015	\$5,851	\$6,018	\$6,185	\$6,687	\$7,523	\$8,359	\$9,194	\$10,030	\$10,866	\$11,702	\$12,538	\$13,373
8	\$930	\$1,861	\$2,791	\$3,722	\$4,652	\$4,950	\$5,024	\$5,136	\$5,583	\$6,513	\$6,699	\$6,885	\$7,443	\$8,279	\$9,114	\$9,949	\$10,785	\$11,621	\$12,457	\$13,293	\$14,128
9	\$1,025	\$2,050	\$3,075	\$4,100	\$5,125	\$5,453	\$5,535	\$5,658	\$6,150	\$7,175	\$7,360	\$7,545	\$8,207	\$9,043	\$9,878	\$10,714	\$11,549	\$12,385	\$13,221	\$14,057	\$14,892
10	\$1,120	\$2,239	\$3,359	\$4,478	\$5,598	\$5,956	\$6,046	\$6,180	\$6,718	\$7,837	\$8,061	\$8,285	\$8,937	\$10,076	\$11,215	\$12,354	\$13,493	\$14,632	\$15,771	\$16,910	\$18,049
11	\$1,214	\$2,428	\$3,643	\$4,857	\$6,071	\$6,459	\$6,557	\$6,702	\$7,285	\$8,499	\$8,742	\$8,985	\$9,713	\$10,928	\$12,142	\$13,356	\$14,570	\$15,784	\$16,998	\$18,213	\$19,427
12	\$1,309	\$2,618	\$3,926	\$5,235	\$6,544	\$6,983	\$7,087	\$7,244	\$7,853	\$9,161	\$9,423	\$9,685	\$10,470	\$11,779	\$13,088	\$14,396	\$15,705	\$17,014	\$18,323	\$19,631	\$20,940
13	\$1,403	\$2,807	\$4,210	\$5,613	\$7,017	\$7,466	\$7,578	\$7,746	\$8,420	\$9,823	\$10,104	\$10,385	\$11,227	\$12,630	\$14,033	\$15,437	\$16,840	\$18,243	\$19,647	\$21,050	\$22,453
14	\$1,498	\$2,996	\$4,494	\$5,992	\$7,490	\$7,969	\$8,089	\$8,269	\$8,988	\$10,485	\$10,785	\$11,085	\$11,983	\$13,481	\$14,979	\$16,477	\$17,975	\$19,473	\$20,971	\$22,469	\$23,967

**AMERICAN RESCUE PLAN ACT FUNDING SUB AWARD  
AGREEMENT NUMBER\_2021-\_\_\_\_(EXHIBIT "B")**

This Sub award Agreement, entered into by and between the County of Grant, and Central Delta Community Action Agency (the 'Sub award Recipient'), is executed pursuant to the terms and conditions set forth herein and as more fully set out in the American Rescue Plan Act. In consideration of these mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Sub award Agreement.**

The purpose of this Sub award Agreement is to enable the County of Grant to award American Rescue Plan Act monies in the amount of Forty-two Thousand Nine Hundred Dollars and Zero Cents (\$42,900.00), hereinafter "the Funds") to the Sub-ward Recipient for eligible costs of the project (the "Project") or services as described in Exhibits A and B of this Sub award Agreement that are related to the response and the recovery from COVID-19.

**2. Responsibility.**

The Parties to this Sub award Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to ensure the Funds are utilized effectively and efficiently, in compliance with the terms and conditions set forth by the US Treasury for allowable uses of ARPA, and are necessary and reasonable to the local government's response to and recovery from COVID-19.

The County of Grant is the Pass-through entity for the Funds disbursed by from the United States Department of Treasury. The Sub-ward-Recipient shall comply with all applicable Local, State and Federal laws, regulations and policies and take any and all other actions necessary to ensure that the Funds are used to cover Eligible Expenditures as defined in Article 602 (c)(1)(a) and Article 603 (c)(1)(a).

County name: Grant County  
County unique entity identifier: 71-60-11054



Name of Federal Awarding Agency: Department of the Treasury

Catalog of Federal Domestic-Assistance (CFDA) Number and Name: 21.027,  
American Rescue Plan Act

The funds shall be used exclusively in accordance with the provisions contained in this Sub award Agreement.

**3. Terms.**

A. The County may terminate this Agreement for cause after seven (7) days written notice sent to the Sub-sub Recipient by first-class mail or email. Cause may include, but is not limited to: Funds not being expended in a reasonably timely manner, misuse of Funds, fraud or misrepresentation, lack of compliance with applicable rules, laws and regulations, failure to comply with invoicing or audit requirements and refusal by the Sub-sub Recipient to permit Municipality or County or State of Arkansas access to any document, paper, letter, or other material subject to disclosure under applicable State laws, as amended. Upon such termination, the Sub-sub Recipient shall, within ten (10) days, return all unexpended Funds to the Municipality or County.

B. The Parties may jointly agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

C. In the event that this Agreement is terminated, and upon the Sub-ward Recipient's receipt of the notice of termination, the Sub-ward Recipient will not incur new expenditures with the expectation of such expenditures being paid with Funds by the County.

D. This Sub-award Agreement shall commence on the date it has been signed by all parties and approved as required under Arkansas law (the "Effective Date"), and shall remain in effect through September 30th, 2022 ("Expiration Date").

**4. Design and Implementation of Project.**

The Sub-ward Recipient shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A, attached hereto and incorporated fully herein. The Sub-ward Recipient agrees to complete the Project in accordance with the plans and specifications contained in its application which is on file with the County and is incorporated by reference. Modification of the Project shall require prior written approval of the County.

**5. Monitoring Reviews by the Municipality, County, or State.**

The County, State, or Federal may conduct an on-site monitoring review of the Project. Such monitoring review will document the following:

A. Whether Project activities are consistent with those set forth in Exhibit A, the Sub award applications, and the terms and conditions of the Sub award Agreement.

B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit B attached hereto and incorporated herein.

C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.

D. A written evaluation of the Sub-ward Recipient timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

**6. Payment of Sub award Funds by the County.**

The payment of this Sub award by the County to the Sub-ward Recipient shall be made in accordance with the following schedule and conditions:

A. This Sub award Agreement must be fully signed by all parties and approved as required under Arkansas law.

B. All Sub award Agreement conditions must be met to the County's satisfaction.

C. The County may require evidence furnished by the Sub-ward Recipient that substantial progress has been made toward completion of the Project prior to making the first payment under this Sub award. All payments are subject to the County's determination that the Sub-ward Recipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Sub award Agreement.

D. All payments will be made in arrears only upon presentation of approved and signed invoices identifying work completed. No payments will be made after September 30th, 2022.

E. The Sub-ward Recipient shall submit to the County written progress reports until the completion of the project. These reports shall be submitted on a bi-monthly basis. These reports must detail progress made toward the completion of the Project described in Exhibit A.

F. Failure to complete the Project and expend ARPA funds in accordance with this Sub award Agreement will be considered a material breach, and shall entitle the County to impose sanctions against the Sub-ward Recipient including, but not limited to, suspension of all Sub award payments and imposing a set-off against any other Funds owed to the Sub-ward Recipient.

G. If this Sub award Agreement is terminated by either party prior to the Expiration Date, the County may promptly conduct an onsite monitoring of the Project and complete a Project monitoring report.

H. Prior to the disbursement of any Funds, the Sub-ward Recipient shall provide all progress reports and an invoice for which payment is requested to the County. The County will then review the invoice for sufficiency and the costs for eligibility, and if County determines that the amounts invoiced are correct, the County will issue payment for project completion. All payments shall be made in arrears in conformance with County fiscal policies and procedures. However, no payments will be made later than September 30th, 2022.

I. Performance under this Sub award Agreement is subject to Section 601(a) of the Social Security Act, as added by section 5001 of the APR Act. Fund payments are subject to the following requirements in the Uniform Grant Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the ARPA Guidance (Exhibit 1), the ARP Act provides that payments from the Fund may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- were incurred during the period that begins on March 3rd, 2021 and ends on September 30, 2022.

J. If any expenditure for which the Sub-ward Recipient received Funds for reimbursement is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the ARP Guidance and ARP FAQ, the Sub-ward Recipient shall return any Funds received from the County for such expenditure to the County.

#### **7. Audits and Maintenance of Records.**

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, any of the County's authorized representatives, (e.g. the Office of the Inspector General and Arkansas Legislative Audit), or the Municipality or County shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-sub recipient which are pertinent to this Sub award Agreement, in order to make audits, examinations, excerpts, and transcripts.

B. As required by the State of Arkansas record retention requirements as set out at Ark. Code Ann §25-18-604 and by the Treasury OIG Memoranda (Exhibits 3), the

Sub-ward Recipient shall retain sufficient records to show its compliance with the terms of this Sub award, as well as the compliance of all subcontractors or consultants paid from Funds under this Sub award Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

C. As required by 2 C.F.R. §200.303, the County shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the County designates as sensitive or the County considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

D. The County shall maintain all records for the County and for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.

E. The Sub-ward Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

F. In accounting for the receipt and expenditure of Funds under this Agreement, the Sub-ward Recipient shall follow 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)."

G. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

#### **8. Project Budget and Budget Modification.**

The approved Project Budget is set forth as Exhibit A of this Sub award Agreement. The Sub-sub Recipient shall not spend more than the amount for each line item, as described in the Budget, without the prior written consent of the County, nor shall the Project costs funded by this Sub award Agreement and those funded by the local and/or private share be amended without the prior written consent of the County.

#### **9. Statutory Authority of Sub-ward Recipient.**

The Sub-ward Recipient expressly represents and warrants to the County that it is a qualified recipient and in all ways eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Sub award, should a legal determination of its ineligibility be made by the Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, any of the Counties' authorized representatives, (e.g. the Office of the Inspector General and Arkansas Legislative Audit).

A. The Sub-ward Recipient certifies that it has the legal authority to receive the Funds under this Agreement and it certifies that the undersigned person has the authority to legally execute and bind the Sub-ward Recipient to the terms of this Agreement.

B. The Sub-ward Recipient provides documentation of 501(c) Non..profit Status as set out at 34 CFR § 75.51.

C. The Sub-ward Recipient must complete and submit Attachment A, certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

#### **10. Use of Sub award Funds by Sub-ward Recipient.**

The funds received by the Sub-ward Recipient pursuant to this Sub award Agreement shall be used only for allowable expenditures under the federal award to mitigate the spread of COVID-19, provide the services in conformance with the Budget and for no other purpose. Payment of invoices is not a final County decision about the allowability of such cost and is not a waiver of any violation by the Sub-ward Recipient of the terms of this Sub award Agreement. If the Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, any of the County's authorized representatives, (e.g. the Office of the Inspector General and Arkansas Legislative Audit) determine that any amount paid to the Sub-ward Recipient was for an unallowable expenditure, the Sub-sub Recipient is required to refund the monies for the identified unallowable expenditure.

#### **11. Compliance with Laws.**

Performance under this Sub award Agreement is subject to Section 601(a) of the Social Security Act, as added by section 9901 of the ARP Act. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the CRF Guidance (Exhibit 1), the CARES Act provides that payments from the Fund may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- were incurred during the period that begins on March 3rd, 2021 and ends on September 30, 2022.

#### **12. Mandated Conditions.**

A. Execution of this Agreement constitutes a certification that the Sub..ward Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R.

§ 206.11, the County must undertake an active program of

nondiscrimination in its administration of disaster assistance under this Agreement.

**B. The Sub-ward Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101- 336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.**

- The Sub-ward Recipient shall certify they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- Have not, within a five (5)-year period preceding this Sub-Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Sub-ward Recipient is unable to obtain and provide such certification, then the Sub award Agreement should not be made effective.

### **13. Lobbying Prohibition.**

The Sub-ward Recipient certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

**A. No Funds received by Sub-ward Recipient under this Agreement have been paid or will be paid, by or on behalf of the Sub-sub Recipient, to 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 the awarding of any Federal contract, the making of any Federal award, 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, award, loan or cooperative agreement.**

**B. If any monies, other than Funds received by Sub-ward Recipient under this Agreement, have been paid or will be paid to 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 this Federal contract, award, loan or cooperative agreement, the Sub-ward Recipient shall complete and submit 7 State of Arkansas**

Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

**14. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Sub award Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

**A. Notices to the County shall be sent to:**

(Melissa Harrison Grant County OEM 130 Grant 74, Sheridan AR 72150)

**B. Notices to the Sub-ward Recipient shall be sent to:**

(Hayley Brakebill CDCAA PO Box 506 Rison AR 71665.)

**15. Order of Precedence.**

Any inconsistency or ambiguity in this Sub award Agreement shall be resolved by giving precedence in the following order: (1) the ARP Project Agreement and all attachments thereto, (2) this Sub award Agreement, (2) Attachments prepared by the County, (3) Attachments prepared by Sub-ward Recipient; (4) Invitation to Apply for the Sub award; and (5) the Sub award Application.

**16. Termination for Convenience.**

This Agreement may be terminated, in whole or in part, by the County whenever, for any reason, the County determines that such termination is in the best interest of the County. Termination shall be affected by delivery to the Sub-ward Recipient of a Termination Notice, specifying the extent to which such termination becomes effective. The County will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Sub-ward Recipient exceed the original Sub award Agreement.

**17. Survival.**

Any expiration or termination of this Sub award Agreement shall not affect the ongoing provisions of this Sub award Agreement, or the ongoing requirements contained in guidance documents, regulations, or other requirements referenced in this Sub award Agreement that will survive the expiration or termination in accordance with their terms.

**18. Liability.**

The Sub-ward Recipient is solely responsible to the parties it deals with in carrying out the terms of this Sub award Agreement. To the extent and within the limitations of applicable law, the Sub-ward Recipient shall be responsible for and agrees to indemnify

and hold harmless and defend the County and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Sub-ward Recipient, its officers, agents, employees, or subcontractors in its performance under this Sub award Agreement. The Sub-sub Recipient shall pay all claims and losses caused by the Sub-ward Recipient's breach of this Sub award Agreement and shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Sub-ward Recipient expressly understands and agrees that any insurance protection required by this Sub award Agreement or otherwise provided by the Sub-ward Recipient shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Sub award Agreement, Sub-ward Recipient agrees that it is not an agent of the County. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

#### **19. Events of Default.**

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of Funds shall terminate and the County has the option to exercise any of its remedies as set forth in Section 20.

- A. Any warranty or representation made by the Sub-ward Recipient in this Agreement is or becomes false or misleading in any respect.
- B. The Sub-ward Recipient fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement.

#### **20. Remedies.**

If an Event of Default occurs, then the County shall timely provide written notice of the Event of Default to the Sub-ward recipient. If the Sub-ward Recipient fails to cure the Event of Default within seven (7) days after receipt of such notice from the County may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Sub-ward Recipient is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a Request for Reimbursement.
- C. Require that the Sub-ward Recipient return to the County any Funds used for ineligible purposes.



D. The Sub-ward Recipient agree that the County may set-off funds otherwise payable to the Sub-ward Recipient until the return or repayment of any Funds due to the County under this Agreement is satisfied.

E. Debar the Sub-ward Recipient from consideration for award of purchases or contacts as permitted by federal and state law and regulation.

F. Exercise any other rights or remedies which may be permitted by law or in equity.

No delay or omission to exercise any right, power, or remedy accruing to the County upon breach or violation by the Sub-ward Recipient under this Agreement, shall impair any such right, power or remedy of the County; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**21. Limitation on Rights of Others.**

The terms of this Sub award Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Sub award Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

**22. Bindings on Successors.**

This Sub award Agreement shall bind the successors, assigns and legal representatives of the parties hereto, and of any legal entity that succeeds to the obligations of the parties hereto.

**23. Severability.**

If any term or provision of the Sub award Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**24. Governing Law.**

This Sub award Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Arkansas, without regard to any conflicts of law principles, decisional law or statutory provision that would require or permit the application of another jurisdiction's substantive law.

**25. Entire Agreement.**

This Sub award Agreement and its Exhibits and Attachment constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Sub award Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought

**28. Headings.**

Any heading preceding the text of the several sections of this Sub award Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Sub award Agreement. In the event of any conflict between any such heading and the text there under, the text shall control.

In acknowledgment of the mutual consideration herein, the parties hereby certify that they have read this entire Sub award Agreement and will comply with all of its requirements.

**27. Signature Authority.**

The Sub-ward Recipient certifies that it has the authority and approval from the governing board to execute this agreement and to request reimbursement from the County from the allocation of the ARP provided to the County for eligible expenditures. The Sub-ward Recipient also certifies that its Chief Executive, or designee, is authorized to sign this Sub award Agreement on behalf of the Sub-ward Recipient.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Sub award Agreement effective upon the last date set forth below.

By my signature below, I attest that I am authorized by the Designee of the Sub-ward Recipient to execute any and all documents as required by the County in order to receive ARP Act funds.



Sub-subward

By: Hayley Brakebill

Central Delta Community Action Agency  
Date: 01/18/2022

Hayley Brakebill - Executive Director CDCAA

Printed Name and Title

County  
By: Randy Pruitt  
Date: 01/18/2022

Randy Pruitt - Grant County Judge  
Printed Name and Title

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