



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC  
DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS  
Coronavirus Local Fiscal Recovery Fund Agreement

NEU Recipient # <b>AK0115</b>	EIN <b>92-0041691</b>	Vendor # <b>CSP84171</b>	Amount of Federal Funds <b>\$116,109.67</b>	CFDA <b>21.027</b>
GAE	Appropriation Unit <b>085601269</b>	Period of Performance <b>December 31, 2024</b>	Project Title <b>Coronavirus Local Fiscal Recovery Fund</b>	
<b>Non-Entitlement Unit of Local Government (NEU)</b>			<b>Department Contact Person</b>	
Local Gov't Name <b>City of Saint Paul</b>		DUNS # <b>121537526</b>	Name <b>Kimberly Phillips</b>	
Street/PO Box <b>PO Box 901</b>		Title <b>Grants Administrator II</b>		
City/State/Zip <b>Saint Paul Island, AK 99660</b>		Street/PO Box <b>455 3<sup>rd</sup> Avenue, Ste 140</b>		
Authorized Representative Name & Title <b>Phillip Zavadil, City Manager</b>		City/State/Zip <b>Fairbanks, AK 99701-3110</b>		
Phone <b>(907) 546-3113</b>	Email <b>pazavadil@stpaulak.com</b>	Phone <b>(907) 451-2718</b>	Email <b>DCRA.ARPA@alaska.gov</b>	
Contact Person (if any) Name & Title <b>Phillip Zavadil, City Manager</b>				
Phone <b>(907) 546-3113</b>	Email <b>pazavadil@stpaulak.com</b>			

**AGREEMENT**

This Coronavirus Local Fiscal Recovery Fund Agreement ("**Agreement**") is between the Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter "**Department**") and the City of Saint Paul (hereinafter "**NEU**"). The Department and NEU agree:

- I. **Purpose.** The purpose of this Agreement is to establish terms whereby the Department will distribute funds to NEU in accordance with the American Rescue Plan Act of 2021 and U.S. Department of Treasury Interim Final Rule 31 CFR Part 35 and to establish related obligations of the parties.
- II. **Contract.** The Agreement consists of this page, Appendices referenced herein, and any duly executed amendments to this Agreement.
  - Appendix A: Award Terms and Conditions Agreement
  - Appendix B: NEU Financial Institution Information
  - Appendix C: Agreed Terms
  - Appendix D: Assurances of Compliance with Title VI of the Civil Rights Act of 1964
  - Appendix E: Total NEU Budget Certificate

Non-Entitlement Unit of Local Government	Department
NEU Signature 	DCCED Signature 
Printed Name and Title of Authorized Representative <b>Phillip Zavadil, City Manager</b>	Printed Name and Title <b>Pauletta Bourne, Grants Administrator III</b>
Date <b>July 28, 2021</b>	Date <b>7.30.2021</b>

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

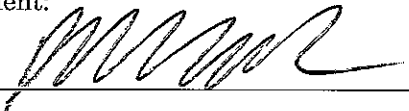
U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Saint Paul PO Box 901 Saint Paul Island, Alaska 99660	DUNS Number: 121537526 Taxpayer Identification Number: 92-0041691 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative:

Title: City Manager

Date signed: 7/28/21

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. 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 on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by 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. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (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 award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
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 [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



## **Appendix C Agreed Terms**

The Department and NEU agree as follows:

### **1. Department's Role**

The Department is required to allocate and distribute the Local Fiscal Recovery Fund payment received from the U.S. Department of the Treasury ("Treasury") to NEU in accordance with sections 602 and 603 of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

### **2. NEU is prime recipient.**

NEU is the prime recipient of the Coronavirus State and Local Fiscal Recovery Fund Award (the "Award") issued to NEU and is independently responsible for compliance with the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Appendix A). NEU is not a subrecipient.

### **3. Mandatory Information and Documentation**

The Department may not initiate payment of an Award until receipt of the following information and documentation from NEU:

- (a) Completed and signed Agreement (which provides the local government's name; EIN/TIN; DUNS number; address, Entity's Taxpayer Identification Number; DUNS number; address; Authorized representative name, title, and email, etc.);
- (b) NEU's financial institution information (e.g., routing and account number, financial institution name and contact information; see Appendix B);
- (c) Total NEU budget (see Appendix E);
- (d) Executed Award Terms and Conditions Agreement (as provided by Treasury; see Appendix A); and,
- (e) Executed "Assurances of compliance with Title VI of the Civil Rights Act of 1964" (as provided by Treasury; see Appendix D).

Once an NEU has submitted the mandatory information and documentation, the Department will process the initial Award distribution.

### **4. NEU Recipient Number**

The Department will assign each NEU a unique "NEU Recipient Number." This number will begin with the two-letter abbreviation for Alaska followed by four numeric digits (e.g. AK0012). NEUs should retain the NEU Recipient Number as an identifying number for the lifecycle of the program, including for reporting purposes.



## **5. Award Allocation; "75 percent cap"; Return of Funds**

The Department is required to allocate and distribute NEU's Award payment in accordance with a formula whereby the award issued is proportional to the population of the NEU in comparison to the total population of all NEUs in the State. However, the total Award distributed may not exceed the amount equal to 75 percent of NEU's "most recent budget" as of January 27, 2020. Treasury defines "most recent budget" to mean an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. The Department may refer to the "most recent budget" as the NEU's total annual budget or reference budget.

The Department will use the documentation provided in response to Appendix E to determine whether the "75 percent cap" applies to an NEU's Award. If an NEU's total allocation is found to be more than 75 percent of the NEU's reference budget, the Department must return the amount of the allocation in excess of the NEU's reference budget to Treasury.

The Department will adopt a uniform standard consistent with Treasury's guidance in order to implement these requirements and will provide technical assistance to NEUs as needed.

## **6. Payment Tranches; Distribution Deadlines and Extensions**

Treasury will make payments from the Local Fiscal Recovery Fund for distribution to NEUs in two tranches. The Department has 30 days to distribute these funds to NEUs, unless the Department receives an extension of the deadline from Treasury.

The Department will issue initial distributions from the First Tranche to each NEU upon receipt of all Mandatory Information and Documentation.

For any NEU that is unresponsive (i.e. the NEU has neither requested funding nor declined allocation), the Department may issue a subsequent distribution of the funds that had been allocated to such non-responsive NEUs among the NEUs that have requested funding.

Treasury will distribute the Second tranche no earlier than 12 months after the date on which the First Tranche payment is paid to the State of Alaska.

## **7. Compliance with Federal Regulations; Cooperation by NEU**

The Department is required to confirm that the NEU is not excluded or disqualified in compliance with 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19, among other requirements. NEU agrees to cooperate with the Department's reasonable requests in order for the Department to carry out its role in facilitating Award distributions in accordance with federal guidelines.

## **8. Declined Awards**

If the Department receives notification from an NEU that it would like to decline its funding allocation and transfer funds to the State under Section 603(c)(4) of the Act, Treasury will consider this action as a cancellation of the award on the part of the eligible NEU and a modification of the award to the State of Alaska. To decline an Award, the NEU must provide a signed notice to the

Department. The Department must then transmit the notice to Treasury as part of its interim report due August 31, 2021 (or as part of a subsequent report, if applicable).

If the NEU does not provide such notice, it will remain legally obligated under the award with respect to accounting for the uses of the funds and the reporting on such uses. Treasury has indicated that it will provide a standard notice form that will be required for this use; however, the standard notice is unavailable as of July 1, 2021. In the interim, NEUs are instructed to utilize the Department's prepared form, which is available upon request.

#### **9. No Additional Conditions or Requirements**

The Department may not impose additional conditions or requirements on distributions to NEUs, beyond those permitted by American Rescue Plan Act, the Interim Final Rule, and Treasury's guidance. For example, the Department may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU's use of funds based on the NEU's proposed spending plan or other policies. The Department may not offset any debt owed by the NEU against the NEU's distribution or provide funding on a reimbursement basis.

#### **10. Reporting**

As prime recipients of the Award, NEUs are required to report to Treasury on the use of funds on the forms and by the dates provided by the United States Department of the Treasury. The Department will provide NEUs with the reporting guidance provided by Treasury, which is forthcoming.

The Department shall keep records and submit information on allocations and distributions to NEUs with the State of Alaska's periodic reports to Treasury.

#### **11. Controlling Documents; New & Revised Treasury Guidance**

In the event of inconsistency between these Agreed Terms and either the (a) Award Terms and Conditions (Appendix A), or (b) the American Rescue Plan Act, Interim Rule, and guidance documents issued by Treasury, as amended from time to time (collectively "Controlling Documents"), the requirements of the Controlling Documents shall supersede any requirement provided herein.

Should Treasury issue any new or revised guidance documents after the effective date of this Agreement, the Department will adjust its procedures as needed to comply with the new or revised guidance and will communicate any such changes with NEUs.

#### **12. Ongoing Assistance**

The Department is available to provide ongoing assistance to NEUs for the NEU's compliance requirements to Treasury. NEUs should review Section 603 of the Social Security Act, Treasury guidance documents (available on Treasury's website), including fact sheets and regularly updated FAQs.

Please route all inquiries regarding ARPA NEU awards to [DCRA.ARPA@alaska.gov](mailto:DCRA.ARPA@alaska.gov).

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES 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, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the 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.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. 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 financial assistance, 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. 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). 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, 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. 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 Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts 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 taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. 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 Recipient and the 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. 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 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 Recipient for the period during which it retains ownership or possession of the property.
7. 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. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. 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. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. 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 Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies 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.

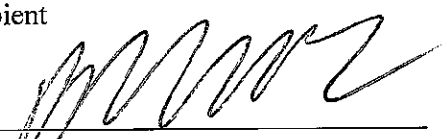
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Saint Paul

July 28, 2021

Recipient

Date

  
Signature of Authorized Official

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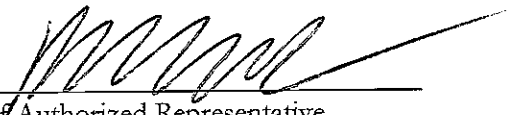
**Appendix E**  
**Total NEU Budget Certificate**

NEU must provide the Department with a Total NEU Budget (defined as an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020) or Top-Line Expenditure Total (permitted in exceptional cases in which an NEU does not adopt a formal budget) in order for the Department to initiate payments.

The Total NEU Budget or Top-Line Expenditure Total may be provided with the ARPA Resolution Accepting Funds, upon execution of this Agreement, or as otherwise agreed by NEU and the Department.

NEU hereby certifies that (1) it has provided the Department with a Total NEU Budget or Top-Line Expenditure Total, and (2) that the Total NEU Budget or Top-Line Expenditure Total provided is accurate.

NEU Name: City of Saint Paul

  
\_\_\_\_\_  
Signature of Authorized Representative

City Manager

Title: \_\_\_\_\_

July 28, 2021

Date: \_\_\_\_\_