

**FIRST AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY, TECHNOLOGY &
ECONOMIC RESILIENCE (FASTER)**

This FIRST AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY, TECHNOLOGY & ECONOMIC RESILIENCE (FASTER) ("*First Amendment*"), is made and entered into by and between the **COUNTY OF EL PASO, TEXAS** ("*County*"), a political subdivision of the State of Texas, and **WORKFORCE SOLUTIONS BORDERPLEX**, ("*Subrecipient*"), a Texas non-profit organization. Each of the County and the Subrecipient are also referred to herein as a "*Party*" and collectively as the "*Parties*". The Effective Date shall be the last date upon which this Agreement is signed by all of the undersigned Parties ("*Effective Date*").

WHEREAS, the Subrecipient and the County entered into the CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY, TECHNOLOGY & ECONOMIC RESILIENCE on January 11, 2021 ("*Original Agreement*") to administer the Financial Assistance for Safety, Technology & Economic Resilience ("*FASTER*") Program, using the County's general funds, for the support of local businesses that have suffered economic losses due to businesses interruptions caused by COVID-19 by providing technical assistance and equipment grants to eligible FASTER applicants; and

WHEREAS, pursuant to Section 3 of the Original Agreement, the County was to provide only half of the funding for the FASTER program to the Subrecipient within 10 days of execution of the Original Agreement ("*First Disbursement*"), and the final half of the funding for the FASTER program payable upon full reporting and expenditure of the first disbursement ("*Final Disbursement*"); and

WHEREAS, as of June 2021, the Subrecipient has fully expended and fully reported on the First Disbursement, making the Subrecipient eligible to receive the Final Disbursement of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00); and

WHEREAS, because (1) the County received funding following the passing of the American Rescue Plan Act ("**ARP Act**"), as described below, to respond to the public health emergency and negative economic impacts of COVID-19, (2) the FASTER Program was created to respond to the public health emergency and negative economic impacts of COVID-19, (3) the Final Disbursement for the FASTER Program was not incurred until after March 3, 2021, the beginning date of the covered period for expenditures using ARPA Act funds, the Parties wish to utilize ARPA Act funds for the Final Disbursement, and use the Final Disbursement to provide grants to eligible FASTER applicants; and

WHEREAS, on March 11, 2021 President Biden signed the **ARP Act** into law, seeking to respond to the COVID-19 emergency and bring back jobs; and

WHEREAS, the **ARP Act** was created to provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout and lay the foundation for a strong and equitable recovery; and

WHEREAS, the U.S Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds (**CSLFR Funds**), established by the **ARP Act**; and

WHEREAS, the **CSLFR FUNDS** is seeking to support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control; replace lost public sector revenue to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; and address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations; and

WHEREAS, the **CSLFR FUNDS** allocated funds to government entities and detailed four (4) eligible uses; one, responding to the public health emergency and negative economic impacts; two, revenue loss; three, premium pay; and four, water, sewer, and broadband infrastructure; and

WHEREAS, the County received funds from the **ARP Act** administered by the United States Department of Treasury (“**Granting Agency**”) for the **CSLFR FUNDS** program (“**Program Funds**”); and

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of its citizens of the County; and

WHEREAS, Subrecipient is a Texas non-profit organization; and

WHEREAS, the Parties continue their efforts to support local businesses that have suffered economic losses due to businesses interruptions caused by COVID-19; and

WHEREAS, Subrecipient has indicated that Program Funds are necessary to address the public health emergency and will do so in accordance with ARPA requirements and the Program Scope as reflected in Exhibit A-1; and

WHEREAS, on February 21, 2022, Governor Abbot extended the COVID-19 Disaster Declaration for all Counties in Texas; and

WHEREAS, the County and Subrecipient find that this Agreement is necessary to protect the health, safety, and welfare of the County’s residents; and

WHEREAS, the expenditure of **CSLFR FUNDS** allocated funds for this agreement meets the eligible use of responding to the public health emergency and negative economic impacts; and

WHEREAS, the expenditures under this Agreement will have been or will be incurred during the period that begins on March 3, 2021 (“**Effective Date**”) and ends as provided in this Agreement, but shall in no way end later than September 30, 2024, in accordance with the ARP Act; and

WHEREAS, the Granting Agency defines “incurred” as “orders placed for property and services, contracts and subawards made, and similar transactions that require payment”, such definition which may be amended by the Granting Agency.

WHEREAS, the expenditures under this Agreement will be expended during the period that begins on the Effective Date and ends as provided in this Agreement, but shall in no way be expended later than December 31, 2024, in accordance with the ARP Act; and

WHEREAS, the Program Scope follows the requirements of the Granting Agency regarding ARP Act Funds under the CSLFR FUNDS;

WHEREAS, the Parties wish to enter into this First Amendment in order to reflect these intentions.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I ADOPTION OF RECITALS

The above stated recitals are incorporated herein by reference, are hereby made a part of this Agreement, and shall be as effective as if repeated verbatim.

ARTICLE II AMENDMENTS TO THE ORIGINAL AGREEMENT

1. Section 1 (SCOPE OF SERVICES) of the Original Agreement is deleted and replaced with the following:

The Parties acknowledge that this Agreement is being funded by two separate funding sources. The First Disbursement, as defined below, is funded by the County's general funds ("***County General Funds***"). The Final Disbursement, as defined below, is funded by Coronavirus State and Local Fiscal Recovery Funds ("***CSLFR FUNDS***"), established by the **American Rescue Plan Act ("ARP Act")**, and administered by the United States Department of Treasury ("***Granting Agency***"). Accordingly, the provisions of this Agreement reflect the requirements of both the First Disbursement using County General Funds, and the Final Disbursement, using CSLFR FUNDS. Workforce Solutions Borderplex is referred to as Contractor for its obligations under the First Disbursement using County General Funds. Workforce Solutions Borderplex is referred to as Subrecipient for its obligations under the Final Disbursement using CSLFR FUNDS.

First Disbursement using County General Funds

1. Contractor shall provide the programs and services identified in Exhibit A, General Scope of Work, attached hereto and made a part hereof for all purposes. Contractor shall also comply with all guidelines and directives as described in Exhibit C. In the event of any conflicts between Exhibits A and C, the directives established in Exhibit C shall supersede those in Exhibit A.

Final Disbursement using CSLFR FUNDS

1. Subrecipient shall provide the Scope of Services as outlined in Exhibit A-1. Additionally, for purposes of the Final Disbursement of this Agreement, Subrecipient agrees to undertake and perform the duties described below:
 - a. Provide the County all necessary certifications and representations as required by Federal statutes, or regulations, on at least an annual basis.
 - b. Provide the County requested financial and performance information necessary for the County to relate adequate metrics regarding the financial award.
 - c. Notwithstanding any of the foregoing to the contrary, in no event shall Subrecipient be required to take any action or refrain from taking any action that may, in Subrecipient's sole discretion, cause Subrecipient to violate applicable Internal Revenue Code rules or regulations or other applicable law.

2. Section 2 (TERM) of the Original Agreement is deleted and replaced with the following:

The term of this Agreement shall be from January 11, 2021 to September 30, 2024. The First Disbursement shall be fully expended and reported to the County, as provided in Section 3, by September 20, 2021.

The Final Disbursement must be fully expended and reported, as provided in this Agreement, by December 31, 2022. Any additional or subsequent agreement shall only be valid if approved by the County and also made in writing and signed by both Parties.

3. Section 3 (COMPENSATION) of the Original Agreement is deleted and replaced with the following:

4. COMPENSATION. The County will disburse funding to the Contractor for the FASTER grant program in an amount not to exceed ONE MILLION THIRTY THOUSAND 00/100 DOLLARS (\$1,030,000)("Grant Funding"). The Grant Funding will be issued to the Contractor in two disbursements: 50% of allotted funds plus the administrative fee, as described below or FIVE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$530,000.00) payable within 10 days of the execution of this Agreement ("First Disbursement") using County General Funds, and 50% or FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) payable upon full reporting, as described in this Agreement, and expenditure of the First Disbursement ("Final Disbursement"), using CSLFR FUNDS. The First Disbursement is inclusive of a payment of a THIRTY

THOUSAND AND 0/100 DOLLARS (\$30,000) administrative fee. Final Disbursement is contingent on full reporting of grant recipients under the First Disbursement to County. Contractor shall send notice to the County when the First Disbursement has been expended. If the County determines that Contractor has complied with this Agreement, including all financial reporting obligations, the County shall pay the Contractor the Final Disbursement within 10 days of receiving notice of the expenditure of the First Disbursement.

Final Disbursement is contingent on full reporting of recipients under the First Disbursement to County. If the County determines that sufficient progress is not made towards expenditures of advanced funds and/or Contractor fails to meet financial reporting obligations and program deliverables as outlined in Exhibits A and B, County, at its sole discretion, may not disburse to Subrecipient the Final Disbursement.

If the County determines that sufficient progress is not made towards expenditures of advanced funds and/or Contractor fails to meet financial reporting obligations and program deliverables as outlined in Exhibits A and B for the First Disbursement and Exhibits A-1, B and B-1 for the Final Disbursement, the County, at its sole discretion, may require the Contractor to return any remaining funds of the First Disbursement or Final Disbursement. For clarification, if, as a result of any audit, it is determined that the Contractor has falsified any documentation or misused, misapplied or misappropriated the funds or spent funds on any ineligible activities, Contractor agrees to reimburse County the amount of such Program Funding within 30 days. The Subrecipient acknowledges that for the Final Disbursement using CSLFR FUNDS, the Granting Agency has additional requirements of the Subrecipient, as provided in this Agreement and the Final Disbursement attachments that are a part of this Agreement. This Section shall survive the termination or expiration of this Agreement.

The County will disburse administrative costs in the First Disbursement to the Contractor in an amount not to exceed 3% or THIRTY THOUSAND AND 0/100 DOLLARS (\$30,000) for administration of the program presented to the El Paso County Economic Development Director or their designee and verified by him/her as being authorized expenditures

- For the First Disbursement – Authorized expenses shall be those described in "Exhibit A", incurred for program related costs delivered between January, 11, 2021 and September 30, 2021. Receipts or copies of cleared (front and back) checks relating to the expended funds are required to be submitted with the invoice at the time of the submitting of the Funding Reporting Form, as provided in Exhibit B. The

County shall not be billed for any expenses for which Contractor is reimbursed from any other source.

- For the Final Disbursement – Authorized expenses shall be those described in "Exhibit A-1", incurred for program related costs delivered by December 31, 2022. Receipts or copies of cleared (front and back) checks relating to the expended funds are required to be submitted with the invoice at the time of the submitting of the Budget Expense Form, as provided in Exhibit B-1. The County shall not be billed for any expenses for which Contractor is reimbursed from any other source.

5. Section 4 (AUTHORIZED EXPENDITURES) of the Original Agreement is amended to add the following:

For the Final Disbursement using CSLFR FUNDS, authorized expenditures shall only be those listed in Exhibits A-1 and B-1 under this Agreement.

The Subrecipient will adhere to the program budget attached to this Agreement as Exhibit "B-1" (the "**Program Budget**"), and made a part hereof for all purposes. The items set forth in the Program Budget are hereby accepted as Allowable Expenses and shall be used in accordance with the Program Scope. The County shall immediately notify Subrecipient if any item provided in the Program Budget is no longer acceptable as an Allowable Expense. The Subrecipient will obtain the advance written approval of the Economic Development Director, or his designee, for any changes to the Program Budget, such changes including, but not limited to, increases in budget, decreases in budget, and changes in budget category amounts. If the County determines that unexpended funds are present, then the County may adjust the Sub-Grant Amount to remove such amounts at the County's discretion.

6. Section 5 (FUNDING REPORTING FORM) of the Original Agreement is amended to add the following:

For the Final Disbursement using CSLFR FUNDS, monthly financial reports and supporting documentation shall be emailed as directed on Exhibit "B-1". No later than the 15th calendar day of each month, Subrecipient shall provide, to the County, reporting of expenditures made during the prior month on the Budget and Expenditure form (Exhibit "B-1").

7. Section 6 (DISBURSEMENT OF GRANTS) of the Original Agreement is amended to add the following:

For the Final Disbursement using CSLFR FUNDS, the disbursement of CSLFR FUNDS by Subrecipient to recipients shall be performed by December 31, 2022.

8. Section 8 (AUDIT) of the Original Agreement is amended to add the following:

For the Final Disbursement using CSLFR FUNDS:

- A. Subrecipient will keep all records related to this Agreement for a period of five years after December 31, 2026. Subrecipient will allow the County, the Granting Agency, federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement within three calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of any records requested at the Subrecipient's expense. Further, the Subrecipient will allow timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. Subrecipient shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from County under this Agreement. Records maintained by the Subrecipient will, at a minimum, identify the supporting documentation prepared by the Subrecipient to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.
- B. Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, Subrecipient shall prepare financial statements and a schedule of expenditures of federal awards. Subrecipient shall provide the County with its annual financial statement within one hundred fifty calendar (150) calendar days of the end of Subrecipient's operating year. This financial statement shall be prepared by an actively licensed public accountant.
- C. In addition, if expending more than \$750,000 of Federal awards during an operating year, from any Federal source, Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Subrecipient shall submit its annual audit to the County and within one hundred fifty (150) days of the end of Subrecipient's fiscal year in which available funds were expended by Subrecipient pursuant to this Agreement. Subrecipient must clear any deficiencies noted in the audit reports within thirty (30) calendar days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) calendar days after County has notified Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit.

9. Section 11 (TERMINATION) of the Original Agreement is amended to add the following:

With regard to the Final Disbursement using CSLFR FUNDS only:

A. The County may terminate the Agreement, if Subrecipient fails to comply with the terms and conditions of this Agreement, the ARP Act or corresponding federal law. Before terminating this Agreement pursuant to this provision, the County will provide written notice of intent to terminate enumerating the reasons for which the termination is being sought and provide at least 30 calendar days to the Subrecipient to cure such failure. If the Agreement is terminated pursuant to this provision, Subrecipient will reimburse the County all funds disbursed by the County to Subrecipient.

B. For Cause. The County may terminate the Agreement if the award no longer effectuates the American Rescue Plan program goals or the County's priorities.

D. Subrecipient may terminate this Agreement by sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County reasonably determines in the case of partial termination that the reduced or modified portion of the Disbursement will not accomplish the purposes for which the federal award was made, the County may terminate the Disbursement in part or its entirety, and seek the Subrecipient's reimbursement of some or all of the funds previously disbursed by the County.

E. Close out. Regardless of the reason or method of termination of this Agreement, the Subrecipient will remain responsible for complying with all close out procedures, and records retention required under the OMB Requirements and the Program Fund Requirements. This close-out period may extend beyond the term of this agreement.

10. Section 20 (Additional CSLFR Fund Provisions for the Final Disbursement) shall be added to Original Agreement to include the following:

1. MANDATORY DISCLOSURES. Both the County and the Subrecipient are required to disclose, in a timely manner, to the Granting Agency, any and all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal ARP Act Award. Additionally, both the County and the Subrecipient are required to report certain civil, criminal or administrative proceedings to SAM, as outlined in 2CFR §200.113.
2. LIBAILITY FOR CSLFR FUNDS. The Subrecipient will repay the County any funds that the Subrecipient accepts or disburses under this Agreement in violation of this Agreement, the OMB Requirements, the Program Funding Requirements, or the Granting Agency requirements.
3. COMPLIANCE WITH FEDERAL REGULATIONS. The Subrecipient will comply with all requirements of Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“**OMB Requirements**”). The Subrecipient understands that Exhibit C-1 is only a portion of the OMB requirements and that the Subrecipient must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subrecipient understands that the County must also comply with the OMB requirements and the County depends on the Subrecipient’s cooperation in order to comply with such OMB requirements. As such, the Subrecipient will perform any obligations reasonably requested by the County that are necessary to ensure that the County complies with the OMB requirements. In addition, the Subrecipient will comply with all Program Funds requirements listed under the interim, and subsequently, final codified rules of the ARP Act (“**Program Fund Requirements**”). In addition, the Subrecipient will perform any obligations reasonably requested that are necessary to ensure that the County complies with Program Fund Requirements.

4. POST CLOSEOUT. As required under the OMB Requirements, the closeout of a Federal award does not affect the right of the Granting Agency or the County to disallow costs and recover from the Subrecipient funds on the basis of a later audit or other review. To the extent allowed by the OMB requirements and the Program Fund Requirements, the Subrecipient will repay the County any funds that are determined to be disallowed costs even if performance obligations or work has been completed.
5. ADDITIONAL REQUIREMENTS. Exhibits listed on this section are incorporated into this Agreement in full and are considered to be an essential part of this Agreement, for purposes of the Final Disbursement using CSLFR FUNDS. Subrecipient will comply with the requirements of all of the attachments incorporated to this Agreement. If there are any conflicts between any attachment and this Agreement, then the most stringent requirement governs.

Exhibit A-1 - Program Scope for Final Disbursement

Exhibit B-1 - Program Budget

Exhibit B – Funding Reporting Form

Exhibit C-1 - 2 CFR Part 200, Appendix II, Contract Requirements

Exhibit D - Granting Agency Requirements

Exhibit E - Required Subrecipient Information

Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit G - Certification for Disclosure of Lobbying Activities

ARTICLE III

GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This First Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
2. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this First Amendment.
3. **Counterparts.** This First Amendment may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
4. **Amendments.** No amendment of any provision of this First Amendment shall be valid unless the same shall be in writing and signed by each of the Parties hereto.
5. Except as set forth in this First Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Original Agreement or any earlier amendment, the terms of this First Amendment will prevail.

(Signatures follow on next page.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment on this ____ day of August, 2022.

COUNTY OF EL PASO:

By: Ricardo A. Samaniego
Its: El Paso County Judge

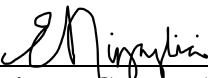
ATTEST:

By: _____
Its: _____

APPROVED AS TO CONTENT:

El Paso County Economic Development Director

APPROVED AS TO LEGAL FORM:



Assistant County Attorney

(Signatures continue on next page.)

INC.:

WORKFORCE SOLUTIONS BORDERPLEX,

By:

Leila Melendez
CEO

EXHIBIT A-1
PROGRAM SCOPE AND DELIVERABLES
FOR FINAL DISBURSEMENT

The following General Scope of Work of Contractor are in addition to the duties and responsibilities of the Contractor that are included in the Agreement.

- Contractor will determine eligibility of Grantee following Criteria, more specifically described on Exhibit "C" attached hereto, and help prepare Grantees for grant application.
- Contractor will administer the grant process from application to grant approval and grant disbursement to completion of the grant reporting period.
- Contractor will provide technical assistance to Grantees throughout the grant process to best ensure Grantee's success.
- During the grant reporting period, Contractor will provide technical assistance to Grantees as needed and ensure Grantee compliance with Agreement requirements.
- Contractor will ensure that grantees are in compliance with the program requirements, as described in this Agreement. In the event that the Contractor disburses grants to a grantee that is not in compliance, Contractor shall be responsible for recuperating the grant funds disbursed, at no additional expense to the County. All grant funding recuperated shall be returned to the County within 30 days of recuperation.
- Determine the eligibility of El Paso County businesses enrolled in the program to receive investment in digital tools
- Through the program, provide businesses with an assessment of current digital tools, identify needs, and recommend specific digital tools to be implemented within the business
- Secure a vendor/vendors and negotiate a rate card for individual digital tools and any necessary training or support to ensure successful implementation
- Provide advisory services to eligible business before, during, and after implementation of digital tools over the course of the program to assist business with transition to digital tools
- Connect businesses with WSB resources aligned with Business Services Unit.
- Subrecipient will utilize appropriate databases to track businesses who seek services and products from the Subrecipient. Subrecipient will provide quarterly reports to the County that track and contain the following metrics:
 - Identifies the business receiving services or products
 - Services provided by Subrecipient to each business
 - Identify digital tools provided and the costs of each
 - The total amount of funds expended on each business

7. Reporting: Under CSLFR funding reporting requirements, this project is categorized as Expenditure Category 2.9 Small Business Economic Assistance. These requirements include:

- a) Workforce Solutions Borderplex will report every month on the number of applications received, the number found eligible, and the
- b) Reporting from businesses to Workforce Solutions Borderplex to ensure accountability of grant funds are for eligible expense.
- c) Brief description of the structure and objectives of the overall assistance program
- d) Number of small businesses served
- e) Brief description of subrecipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19
- f) Number of workers enrolled in sectoral job training programs
- g) Number of workers completing sectoral job training programs
- h) Number of people participating in summer youth employment programs
- i) Project Demographic Distribution
- j) Use of evidence-based intervention

Subrecipient shall use Program Funds in accordance with all eligible uses as provided under 31 CFR Section 35.6. No later than the 21st calendar day of each month, Subrecipient shall provide, to the County, reporting of expenditures made during the prior month on the Budget and Expenditure form (Exhibit "B"). Subrecipient shall ensure that all expenses incurred for the month are within the allowed Program Scope, in accordance with allowable usage as defined in the guidelines set forth by ARPA, and limited to responding to the public health emergency and negative economic impacts the negative economic impacts of the pandemic, as identified on Appendix 1 of Exhibit B-1. Such reports shall include supporting documentation acceptable to the County.

**EXHIBIT “B-1”
BUDGET AND EXPENSE FORM
FOR FINAL DISBURSEMENT**

EXHIBIT "B"
FUNDING REPORTING FORM

_____ believes that it has substantially met its obligations under the Chapter 381 Agreement executed the day of , 2022 and signed by of _____. Pursuant to the Agreement, _____ submits this Funding Reporting Form for the month of _____, 20 , in compliance with the Agreement and in anticipation of receiving the payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. Number of grantees served;
2. Location of all businesses served;
3. Status of all grants (i.e. open, closed, etc.)
4. Any other reporting requirements as agreed upon between the County and the Contractor.

It is understood by Contractor that the County, has up to thirty (30) days to process this request and reserves the right to deny the payment claim if the terms of the Agreement have not been complied with.

_____(CONTRACTOR)_____

By:

Name:

Title:

EXHIBIT “C-1”
2 CFR PART 200 CONTRACT REQUIREMENTS
FOR FINAL DISBURSEMENT

EXHIBIT “D”
GRANTING AGENCY REQUIREMENTS
FOR FINAL DISBURSEMENT

EXHIBIT “E”
REQUIRED SUBRECIPIENT INFORMATION
FOR FINAL DISBURSEMENT

EXHIBIT “F”
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
FOR FINAL DISBURSEMENT

EXHIBIT “G”
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
FOR FINAL DISBURSEMENT

