

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

24-1288

SAP Number

ARPA21-IAM-002

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	County Service Area 70 - Countywide
Contractor Representative	Noel Castillo, Director of Public Works
Telephone Number	(909) 387-7906
Contract Term	October 1, 2024 through December 31, 2026
Original Contract Amount	\$181,112.25
Amendment Amount	
Total Contract Amount	\$181,112.25
Cost Center	1100921078
Grant Number (if applicable)	

Briefly describe the general nature of the contract: *This agreement will fund a redundant dual pump/dual pipe sewer lift station system to move sewage from the low point of the camp to existing gravity feed sewer lines on the existing dirt road. When completed, the system will service the planned new cabins and camp site, ensuring adequate capacity of sewage transport to the existing collector pipe for proper disposal.*

FOR COUNTY USE ONLY

Approved as to Legal Form


Julie Surber, County Counsel

Date 12/11/24

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COUNTY ADMINISTRATIVE OFFICE – FINANCE AND
ADMINISTRATION
AND
COUNTY SERVICE AREA 70 – COUNTYWIDE
FOR
AMERICAN RESCUE PLAN ACT – CORONAVIRUS LOCAL FISCAL RECOVERY FUND
CAMP SWITZERLAND SEWER LIFT STATION PROJECT**

October 1, 2024 through December 31, 2026

WHEREAS, on March 4, 2020, the State of California declared a state of emergency as a result of the Coronavirus Disease 2019 (COVID-19) outbreak and on March 13, 2020, by Proclamation 9994, the President declared a national emergency concerning the COVID-19 pandemic. The COVID-19 pandemic continues to cause significant risk to the public health and safety of the United States; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President and the law is intended to combat the COVID-19 pandemic, including the public health and economic impacts; and

WHEREAS, pursuant to Section 9901 of the ARPA, San Bernardino County received a disbursement from the United States Department of the Treasury of money associated with the Coronavirus Local Fiscal Recovery Fund (CLFRF) for Local Governments under Section 603(a) [see 42 U.S.C. Section 803]; and

WHEREAS, San Bernardino County agreed to comply with the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions (Terms and Conditions), including Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Assurance of Compliance with Civil Rights Requirements), identified in the United States Department of the Treasury and San Bernardino County Agreement (OMB Approved No. 1505-0271) (United States Department of the Treasury Agreement), which is on file with the County and incorporated herein by this reference; and

WHEREAS, the Assistance Listing Number (ALN)/Federal Assistance Identification Number (FAIN) for the ARPA CLFRF is 21.027/SLFRP0154 respectively; and

WHEREAS, the ARPA provides that payments from the CLFRF may be used for the following: i) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; ii) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; iii) for the provision of government services to the extent of the

reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; or iv) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, funding provided under ARPA CLFRF must be obligated by December 31, 2024 and expended by December 31, 2026; and

WHEREAS, the San Bernardino County Administrative Office – Finance and Administration, hereinafter referred to as CAO, and **County Service Area 70 - Countywide**, hereinafter referred to as Agency, are both departments or the department and the entity of San Bernardino County; and

WHEREAS, the CAO and Agency desire to continue to collaborate on the procurement of goods and/or services necessary to complete the **Camp Switzerland Sewer Lift Station Project** in the amount of not to exceed **\$181,112.25** for project expenditures identified in this Memorandum of Understanding (MOU).

NOW, THEREFORE, in consideration of the above, the County and Agency agree as follows:

1. THE ARPA CLFRF

- a. The transfer from ARPA CLFRF by the CAO of an amount not to exceed **\$181,112.25** to Agency is on a reimbursement basis for expenditures identified in the Scope of Work under this MOU to carry out the aforementioned ARPA project in compliance with all the provisions set forth in this MOU.
- b. Agency certifies that the use of funds that will be submitted for reimbursement from the CLFRF under this MOU will be used only to cover those incurred costs that meet the eligibility criteria of costs and timeframe as required by the United States Department of the Treasury (U.S. Treasury).
- c. Both the CAO and Agency agree to comply with any and all ARPA CLFRF requirements, including but not limited to, the terms included in this MOU, as well as any and all applicable County, Agency, State, and Federal laws, regulations, policies and procedures pertaining to the funding described in this MOU, including but not limited to, Title 2 Code of Federal Regulations (C.F.R.) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as well as U.S. Treasury's Compliance and Reporting Guidance.
- d. Agency acknowledges its responsibility to comply with the ARPA CLFRF Award Terms and Conditions and the Assurance of Compliance with Civil Rights Requirements as attached in Exhibit B.
- e. Agency shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Agency shall not use or disclose any identifying information for any other purpose other than carrying out the Agency's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

2. TERM

- a. This MOU is effective on as of the date last signed by authorized representatives of any party (Effective Date), requires all incurred obligations as of October 1, 2024, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this MOU.
- b. The CAO reserves the right to terminate the MOU, for any reason, with a thirty (30) day written notice of termination. The County's Chief Executive Officer (CEO) or Chief Financial Officer (CFO) is authorized to terminate this MOU. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Agency for goods provided or services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Agency shall promptly discontinue services unless the notice directs otherwise. Agency shall deliver promptly to the CAO and transfer title (if necessary), all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

3. ACCOUNTING AND AUDITING

- a. The Agency shall retain documentation of all uses of the ARPA funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Part 200 Section 200.334 (retention requirements for records). Such documentation shall be produced to the CAO upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive).
- b. The Agency shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by the CAO or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the CAO, the State or the United States Government during normal business hours at Agency. Copies will be made and furnished by Agency upon written request by the CAO.
- c. The CAO, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Agency in the delivery of services provided under this MOU. The Agency shall give full cooperation in any auditing or monitoring conducted. The Agency shall cooperate with the CAO in the implementation, monitoring, and evaluation of this Agency and comply with all the reporting requirements established by the CAO.
- d. The Agency shall submit an invoice for reimbursement in the format as prescribed by the CAO. Upon review/approval by the CAO, the CAO shall reimburse the Agency within 30 days of the completion of the CAO review.
- e. The Agency shall repay to the CAO any reimbursement for ARPA funding that is determined by subsequent audit to be unallowable under the ARPA

requirements within the time period required by the ARPA, but no later than thirty (30) days of the Agency's receiving notice of audit findings.

4. SCOPE OF WORK

Agency agrees to utilize ARPA CLFRF funds for the below described project only:

a. Project Description

The Department of Public Works - Special Districts (Department) provides water and sewer system design, construction, operations, and maintenance support services to the County's Regional Parks Department (Regional Parks), which includes Camp Switzerland at Lake Gregory Regional Park (Camp).

The Camp's proposed campground development has created the need for a sewer lift station system to service the sewage conveyance from the new campground that will be located at a lower grade than the currently existing gravity main sewer lines at the top of the hill. The Project will construct a redundant dual pump/dual pipe sewer lift station system to move sewage from the low point of the camp to existing gravity feed sewer lines on the existing dirt road. When completed, the system will service the planned new cabins and camp site, ensuring adequate capacity of sewage transport to the existing collector pipe for proper disposal.

b. Project Deliverable(s)

Department of Public Works – Special Districts shall provide project management and inspection services for the project through project completion.

c. Expenditure List

See Exhibit A

5. ENTIRE AGREEMENT

This MOU, including all Exhibits that are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will and **does not disclaim binding effect or state that it does not create rights or obligations.**


6. CONTRACT EXECUTION

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party

providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

7. CONTRACT ACKNOWLEDGEMENT

The San Bernardino County Chief Financial Officer and the Director for the Department of Public Works – Special Districts acknowledge the MOU and agree to its terms and conditions.



Noel Castillo, Director

Date: 12/6/24

San Bernardino County
Department of Public Works – Special Districts



Matthew Erickson, County Chief Financial Officer

Date: 12/11/24

San Bernardino County
County Administrative Office
Finance and Administration

IN WITNESS WHEREOF, the San Bernardino County and County Service Area 70 -
Countywide have each caused this MOU to be subscribed by its respective duly
authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Date: DEC 17 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *Jennifer A. Smith*

Deputy



COUNTY SERVICE AREA 70 - COUNTYWIDE

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

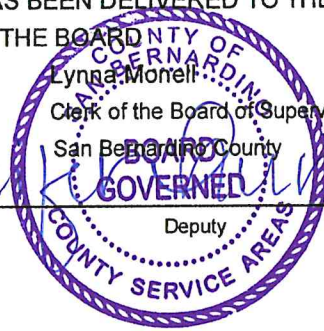
Date: DEC 17 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *Jennifer A. Smith*

Deputy



FOR COUNTY USE ONLY

Approved as to Legal Form

Judith J. Suter
County Counsel

Date 12/17/24

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

**EXHIBIT A
 EXPENDITURE LIST**

The following is the list of projected expenditures that will be funded by the ARPA CLFRF for the deliverable(s) identified in the Scope of Work.

Payroll Expenditure Item(s)	Position Description	EMACS Hourly Rate	Date Position Filled*	Obligation Amount (Estimate) as of 10/1/2024
Payroll (Type Position #):				
88768	Special Districts Project Manager	\$74.44	10/1/2024	\$ 126,790.24
70772	Division Manager, Project Management	\$120.46	10/1/2024	\$ 13,732.55
				\$
				\$
Payroll - Total				\$ 140,522.79
Non-payroll Expenditure Item(s)				
Item Description	Price	Quantity	Obligation Amount (Estimate) as of 10/1/2024	
Other (Type GL Account #):				
40509194	Indirect Payroll Charge	\$14,052.28	1	\$ 14,052.28
52002459	Direct <\$50K Surveyor	\$26,537.18		\$ 26,537.18
				\$
				\$
**Other - Total				\$ 40,589.46
Total Expenditure				
				\$ 181,112.25

*Note: Position filled date should be 10/1/2024 for this MOU purpose if the position is currently filled since 10/1/2024. If the position is currently vacant, enter the last date the position was filled.

**Note: Other is for any expenditure other than payroll (i.e., salaries and benefits) costs.

EXHIBIT B

**ARPA AWARD TERMS CONDITIONS AND THE ASSURANCE OF COMPLIANCE
WITH CIVIL RIGHTS REQUIREMENTS**

[SEPARATELY ATTACHED]

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE 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 sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- 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 it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of 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 sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 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 sections 602 and 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 sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 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 County of San Bernardino 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 sections 602(e) and 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.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

As a condition of receipt of federal financial assistance from the Department of the Treasury, the County of San Bernardino (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. This assurance applies 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 this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed 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 funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. 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 during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance 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. That is, 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 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 he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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.