

ATTACHMENT B

UNITED WAY OF WALWORTH COUNTY AID TO NON-PROFITS SUBGRANT AGREEMENT for use of American Rescue Plan Act State and Local Coronavirus Fiscal Recovery Funds

This Subgrant Agreement ("Agreement") is dated as of the _____ day of _____ 2024, by and between United Way of Walworth County ("UWWC"), a 501(c)(3) non-profit organization of whom is the Subrecipient of the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA SLCFR Funds") from Walworth County, and _____, ("Subgrantee"), a 501(c)(3) or 501(c)(19) non-profit organization whose principal place of business is in Walworth County and who is doing business within Walworth County. This agreement is being made consistent with 2 CFR § 200.321 – 200.333 – Subrecipient Monitoring and Management under the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

This subgrant agreement is funded solely by the U.S. Department of the Treasury State and Local Coronavirus Fiscal Recovery Funds as outlined within Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

The ARPA Act authorizes the County to expend ARPA SLCFR Funds awarded to the County for the numerous eligible purposes as outlined in the Final Rule which specifically includes aid to non-profits who experienced a negative economic impact caused by the COVID-19 pandemic.

The ARPA Act negative economic impact can include, but is not limited to:

Assistance to non-profits including (31 CFR 35.6(b)(3)(ii)(C)), but is not limited to:

- grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and,
- Technical assistance, counseling, or other services to assist with business planning needs.

Additionally, Walworth County considers a non-profit to have experienced a negative economic impact if the non-profit can show that it had an increased demand for services and was either not able to meet the demand for services or was unable to provide the same level of assistance compared to prior years. For example, if an energy assistance non-profit could only provide relief to 10% of the qualified requests, whereas in prior years relief was provided to 20% of the requests that would be a negative economic impact.

Walworth County and UWWC entered into a Subrecipient Agreement to effectuate the 2024 budget appropriation of \$200,000 in order to distribute the subawards to qualifying non-profits under the terms and conditions outlined within the Subrecipient Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until September 30, 2024, unless terminated or extended in writing.

2. Definitions:

A. Subrecipient. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. For purposes of this agreement, UWWC is the subrecipient.

B. Subgrant. Subgrant means an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible subgrantee. The subgrant for the purposes of this agreement is the grant between UWWC and each individual awarded non-profits.

C. Subgrantee. Subgrantee means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided. Under this agreement, the individually awarded non-profit is the subgrantee and is accountable to UWWC.

3. ARPA SLCFR Funds. UWWC, in carrying out the Subrecipient Agreement, has determined that Subgrantee is a qualified non-profit who experienced a negative economic impact and consistent with the scoring matrix therein, shall be awarded a total sum between \$1,000 and not to exceed \$9,000. The funds will be disbursed by the subrecipient to Subgrantee no later than September 30, 2024.

4. Subgrantee's Use of ARPA SLCFR Funds. Funds received through this Agreement must be used as outlined within the application of the non-profit.

5. Required Certifications. In order to comply with the New Restrictions on Lobbying, 31 C.F.R. Part 21, and to further ensure that the funds are used for the intended purpose of ARPA SLCFR, Subgrantee must adhere to and complete the Certification Regarding Lobbying and the Subgrantee Compliance Certification.

6. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; and g) legal settlements. These items will be included in the agreement between UWWC and the non-profits.

7. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number FAIN #SLFRP 2146 awarded to Walworth County by the U.S. Department of the Treasury."

8. Reporting Requirements. Subgrantee agrees to comply with any reporting obligations established by the Treasury as they relate to this award. Subgrantee agrees to provide UWWC with any and all information requested in order to comply with its Subrecipient Agreement and reporting requirements under the ARPA Act.

9. Termination. UWWC may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.

10. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subgrantee shall not be, or act, as an employee, agent, or representative of the UWWC or Walworth County for any purpose.

11. Compliance with Laws, Guidelines. The Subgrantee shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the IGA, Interim Final Rule, and Compliance & Reporting Guidelines to the extent applicable, when using ARPA Funds.

12. Maintenance of and Access to Records. 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 the Treasury regarding the foregoing. 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 Subgrantee in order to conduct audits or other investigations.

13. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient
United Way of Walworth County
Attn: Treasurer
PO Box 202
Lake Geneva, WI 53147

Subgrantee

(insert name of non-profit)

Attn: (insert name, title)

(insert address of non-profit)

(insert city, state, and zip of non-profit)

14. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

15. 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. Subrecipient and Subgrantee must disclose in writing to the 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.

16. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, Indemnification and Maintenance and Audit of Records.

17. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

18. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the State of Wisconsin, both as to interpretation and performance without regard to conflicts of law or choice of law provisions. Any action arising out of, or in connection with, the Agreement may be instituted and maintained only in a court of competent jurisdiction in Walworth County.

19. Non-Waiver. No failure on the part of the Subrecipient or Walworth County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals whether electronic, oral, or written between the parties with respect to this Agreement.

23. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

Katherine Gaulke date
Board President
United Way of Walworth County

Printed Name _____ date
Title at Non-Profit _____
Name of Non-Profit _____