

ARPA SUBRECIPIENT AGREEMENT

Between

BUTLER COUNTY, PENNSYLVANIA

and

TOWNSHIP OF CRANBERRY FOR AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS FOR THE
PINEHURST DRIVE CULVERT IMPROVEMENT PROJECT

THIS AGREEMENT is made between Butler County (“County”) and the Township of Cranberry, (“Township”), located in Butler County, Pennsylvania (“Recipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (“U.S. Treasury”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (“CLFRF”) to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, the County developed a Municipal Infrastructure Plan (MIP) to assist local municipalities with infrastructure needs; and

WHEREAS, the Recipient, a second-class Township of Butler County, submitted a written request to the County for \$121,375.00 in CLFRF funds to support Pinehurst Drive Culvert Improvement Project; and

WHEREAS, under section 602(c)(3) of the ARPA, the County may transfer funds to a municipal entity for the purpose of meeting ARPA’s goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of CLFRF funds, the U.S. Treasury published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 27, 2022 (“FAQ”); and

WHEREAS, Section 4.1 of the FAQ states that investments in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet is one of the four eligible use categories for CLFRF funds: and

WHEREAS, during their regular public meetings on October 19, 2022 and December 21, 2022, the Butler County Commissioners (“Commissioners”) approved the aforementioned request from the Recipient subject to all federal, state, and local guidelines regarding the usage of CLFRF funds, including any contractual guidelines set forth by the Commissioners, as well as any audit requirements established by the Pennsylvania Department of the Auditor General (“AG”); and

WHEREAS, the County and Recipient desire to enter into this 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 no later than December 15, 2026, unless terminated by the County in writing.

2. GRAND TOTAL CLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The grand total subaward of CLFRF funds to be disseminated by the County to the Recipient as part of this Agreement shall not exceed \$121,375.00.

3. LIMITATIONS REGARDING THE USE OF CLFRF FUNDS

The Recipient shall ensure that all expenditures utilizing CLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in section 4.1 of U.S. Treasury ARPA FAQ, which states that recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency including funds used for water, sewer, and broadband infrastructure. Recipient acknowledges that, if it should receive or be awarded any other funds (from any source) in relation to the designated project, the CLFRF funds shall be deemed to be a secondary source of project funds and shall only be expended after the depletion of any and all other funds received by the Recipient.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the U.S. Treasury – while also ensuring that all expenditures within the scope of the Agreement adhere to future guidelines that may be established by the U.S. Treasury during the term of this Agreement – the Recipient, when requesting reimbursement for eligible expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by the Recipient, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the U.S. Treasury. Reimbursement requests shall be submitted to the County no more than once per month.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the Recipient’s complete reimbursement request, the County shall disseminate funds for all eligible ARPA expenditures therein within sixty (60) days of receipt of said reimbursement request. The dissemination of CLFRF funds shall only occur after the County reviews the Recipient’s reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of CLFRF funds as specified in the ARPA. All payments from the County to the Recipient are contingent on the availability of CLFRF funds to the County, and further subject to all applicable federal, state, and local laws regarding the governance of CLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE U.S. TREASURY

The County may request additional information from the Recipient, as needed, to meet any additional guidelines regarding the use of CLFRF funds that may be established by the U.S. Treasury during the scope of this Agreement.

7. TERMINATION

This agreement shall be terminated should the Recipient not fulfill the requirements of the grant including the stipulation that all funds must be contracted/obligated no later than December 31, 2023.

8. 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 Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The Recipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The Recipient shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT RECORDS

The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the SAO, and the U.S. Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any, the Recipient agrees to promptly reimburse the County for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US 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 person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Township of Cranberry ATTN: Township Manager
2525 Rochester Road, Ste 400
Cranberry Township, PA 16066

COUNTY
Government Center
124 W Diamond Street

13. 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.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

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 shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in the Court of Common Pleas, Butler County, Pennsylvania.

19. NON-WAIVER

No failure on the part of the 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 Recipient 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 Recipient 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 U.S. 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. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. 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.

26. CONTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

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

Dated this _____ day of _____, 2023.

(Subrecipient Name)

Attest:

Name/Title

ATTEST:

BUTLER COUNTY BOARD OF COMMISSIONERS

Lori E. Altman,
Director of Human Resources/Chief Clerk

Leslie A. Osche, Chairman

Kimberly D. Geyer, Vice Chairman

Kevin E. Boozel, M.S., Secretary