City of Providence

[DEPARTMENT]

[DIVISION, IF APPLICABLE]

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
BENEFICIARY AGREEMENT***American Rescue Plan Act of 2021*

**[NAME OF CITY GRANT PROGRAM]**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2022 by and between the City of Providence, by and through its Department of [NAME OF DEPARTMENT/DIVISION] (herein referred to as the “City”) and [NAME/ADDRESS] (herein referred to as the “Beneficiary”).

|  |  |
| --- | --- |
| **Beneficiary:** |  |
| **Organization Type:** |  |
| **UEID:** |  |
| **Federal ID #:** |  |
| **Mailing Address:** |  |
| **SLFRF (CFDA #):** | **21.027** |
| **Award Type** **(Grant or Loan):** | **Grant** **$** |
| **FAIN:** | **SLFRP1979** |
| **Federal Prime Award:**  | **$65,686,983** |
| **Federal Prime Award Date:** | **05/28/2021** |
| **Final Funding** **Spend Down Date:** |  |

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the SLFRF program is to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Beneficiary submitted an application on [MONTH, DATE, YEAR], to the City for $\_\_\_\_\_\_\_\_\_\_\_\_ in ARPA/SLFRF relief funds pursuant to the [NAME OF GRANT PROGRAM] for support due to the adverse impacts of the COVID-19 pandemic to its organization, and, based upon said application, meets the U.S. Department of Treasury’s (“USDT”) definition of a SLFRF “beneficiary”; and

WHEREAS, the City wishes to provide the Beneficiary with funding to mitigate adverse impacts to its organization as a result of the COVID-19 pandemic; and

WHEREAS, the Beneficiary is willing to execute this Agreement obligating itself to comply with its terms and conditions in exchange for receipt of the funds described herein; and

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. **Statement of Work and Grant Award Funding**

The City shall provide coronavirus relief assistance funding to the Beneficiary in the amount of [SPELL OUT DOLLAR AMOUNT] Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_) for the purpose of mitigating the adverse effects to its organization as a result of the COVID-19 pandemic. The Beneficiary shall use the funds for [DESCRIBE USE OF FUNDS], as more fully described in **Exhibit A**. The Beneficiary shall be responsible for administering the ARPA/SLFRF funds in a manner satisfactory to the City and consistent with any applicable standards required as a condition of receiving these funds.

It is expressly understood that funding is contingent upon the City’s receipt of full USDT federal funding and authorization from USDT to use ARPA/SLFRF funds. Any reduction in federal funding may result in reduction or elimination of funding for this Agreement.

1. **Term of Agreement**

Unless terminated or extended, this Agreement covers the expenditure period of [MONTH, DATE, YEAR] to [MONTH, DATE, YEAR].

1. **Certification of Beneficiary**

The Beneficiary, and the undersigned executing this Agreement on its behalf, certifies under penalty of perjury by virtue of signing this Agreement that the representations made in the Beneficiary’s application for this funding are truthful, complete, and accurately reflect the Beneficiary’s needs and uses for ARPA/SLFRF funding. The Beneficiary acknowledges that the City reasonably relied upon the Beneficiary’s representations in its application in determining eligibility for funding. The Beneficiary further certifies that it is not in violation of any Rhode Island tax laws.

1. **Method of Payment and Documentation of Eligible Expenses**

Following execution of this Agreement, a one-time payment of the grant funds shall be made by the City to the Beneficiary within thirty (30) days of receipt of the Requisition Form (**Exhibit B**). At the request of the City, the Beneficiary shall provide within thirty (30) days of such request supporting documentation of the eligible use of funds for items detailed in the statement of work and **Exhibit A**. Supporting documentation shall include, but not be limited to, images of canceled checks/bank statements, copies of payroll, receipts for rent/inventory, or any other purchases or reimbursements made with ARPA/SLFRF funds. The Beneficiary shall retain all documentation for a period no less than five (5) years from the receipt of funds.

1. **Reporting and Recording Keeping Requirements**

In addition to the requirements in Section 4, above, for a period of no less than five (5) years from the receipt of funds, the Beneficiary must retain records and financial documents to substantiate the Beneficiary’s compliance with the terms of this Agreement and the provisions of all applicable ARPA/SLFRF program rules, guidelines, criteria, and regulations. The Beneficiary agrees to provide to the City, and, if applicable, to USDT, any information, documents, certifications, or reports requested by the City which the City or USDT deems reasonably necessary to ensure compliance within thirty (30) days of such request. Any reports requested by the City must be submitted by the Beneficiary in such format as prescribed by the City. The City shall retain the right to change reporting requirements from time to time as it deems necessary. It is the responsibility of the Beneficiary to retain and/or provide at the request of the City adequate documentation to ensure funds are used in compliance with this Agreement and any applicable laws and regulations.

1. **Duplication of Benefits; Subrogation**

In consideration of the Beneficiary’s receipt of funds from the City, the Beneficiary hereby assigns and/or subrogates to the City all of its rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by ARPA or SLFRF or other program to the extent of proceeds paid to the Beneficiary under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits (“DOB”). Upon receiving any DOB proceeds, the Beneficiary agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be repaid to the City within thirty (30) days of that determination.

1. **Events of Default and Pursuit of Remedies**

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

1. Any breach or non-compliance by the Beneficiary with the conditions, provisions, obligations, duties, agreements, covenants, representations, and warranties made and set forth in this Agreement and in applicable SLFRF Rules and Regulations, USDT requirements, local, state, and federal laws, 2 CFR Part 200, and USDT and/or City of Providence policy memos, regulations, communications, or guidelines as the same may be amended from time to time, as determined by the City in its sole discretion; or
2. Any representation or warranty made herein or in the Beneficiary’s application, addenda, exhibits, amendments, reports, supporting documentation, and/or other instruments provided or executed in connection with this Agreement is false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the City may, at its option, send the Beneficiary a notice of default stating that the Beneficiary has thirty (30) days to cure said default. In the event the Beneficiary fails to cure said default within thirty (30) days, the City may, upon ten (10) days’ notice, terminate or suspend this Agreement and may demand partial or full repayment of the funding amount provided or paid to the Beneficiary hereunder, to be repaid to the City by the Beneficiary within thirty (30) days, without further presentment, demand, protest, notice, or process of any kind, all of which are expressly waived by the Beneficiary. The Beneficiary agrees to pay any and all costs and expenses, including reasonable attorney’s fees, incurred by the City in collection of the monies due hereunder or in the exercise or defense of its rights and powers under this Agreement. In addition, the City may pursue any other remedies, legal or equitable, available to it in the event of the Beneficiary’s default, fraud, or misrepresentation, whether through commission or omission.

1. **Religious Activities**

The Beneficiary agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200G, such as worship, religious instruction, or proselytization.

1. **Indemnification**

The Beneficiary shall defend, indemnify, and hold harmless the City, its officials, employees, agents, and assigns, from and against any and all claims, losses, expenses, costs, and/or damages of any kind (including, without limitation, out-of-pocket expenses, reasonable attorneys’ fees and costs, and other related expenses) associated with activities funded under this Agreement or arising out of or related tothe performance of this Agreement. The Beneficiary further agrees to defend, indemnify, and hold harmless the City, its officials, employees, agents, and assigns, from and against any third party claiming that a third party beneficiary relationship has been established between the City and such third party, it being the intention of the parties hereto that no such relationship be created or established.

1. **Waiver**

The City’s failure to act with respect to a breach by the Beneficiary does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

1. **Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

1. **Non-Assignment; Successors and Assigns; Nature of Relationship**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors, and permitted assigns. Nothing in this agreement shall create a partnership, joint venture, trust, employment, or other fiduciary relationship between the City and the Beneficiary.

1. **Amendment**

The terms of the Agreement may be changed by executing a writing signed by both parties; provided, however, that the City may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental laws, guidelines, policies, and available funding amounts. If such amendment results in a change in funding, statement of work, or timeline for expenditure, such modifications shall be incorporated by a written amendment signed by both the City and the Beneficiary.

1. **Entire Agreement**

This Agreement constitutes the entire agreement between the City and the Beneficiary 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 City and the Beneficiary with respect to this Agreement.

1. **Governing Law**

This Agreement shall be governed by the laws of the State of Rhode Island, without regard to conflicts of law principles.

1. **Notices**

Any notice or other communication having a material effect on this Agreement shall be served by U.S. mail at the addresses set forth below.

To the City of Providence: To the Beneficiary:

|  |  |
| --- | --- |
| City of Providence, Office of Recovery, 2nd Floor5 Dorrance StreetProvidence, RI 02903  | [insert here] |

1. **Section Headings and Subheadings**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

1. **Counterparts**

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

1. **Exhibits**

The following exhibits are incorporated herein, provided, however, that said exhibits shall not be deemed to modify the express provisions provided herein.

* Exhibit A (The Beneficiary’s Grant Application) (X pages)
* Exhibit B (Request for Payment Form/Requisition Form) (X pages)

**IN WITNESS WHEREOF the City and Beneficiary agree to the conditions contained herein and all exhibits hereto and have executed this Agreement as of the date first written above.**

In the presence of:

**City of Providence,**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name:

Title:

Department:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Diana Perdomo, Chief of Policy

**Beneficiary:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name:

Title:

Approved as to form and correctness:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeffrey Dana, City Solicitor

**EXHIBIT A**

**(The Beneficiary’s Grant Application)**

**EXHIBIT B**

**(Request for Payment Form/Requisition Form)**

