

EXHIBIT A
to SMALL BUSINESS STABILIZATION RESTORE GRANT PROGRAM
GRANT AGREEMENT

ARPA TERMS AND CONDITIONS

1. Grantee acknowledges and agrees that federal statutes, regulations, and executive orders prohibiting discrimination, including without limitation the following, apply or may apply to the Grant:
 - a. Civil Rights Laws. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d et seq.) and Treasury's implementing regulations at 31 CFR part 22, and the government-wide regulations contained in 28 CFR part 42, subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. Fair Housing Laws. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (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;
 - c. Disability Protections. 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;
 - d. Age Discrimination. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), and Treasury's implementing regulations at 31 CFR part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - e. Americans with Disabilities Act. 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.
 - f. Equal Opportunity Laws. If applicable, Grantee and any subcontractors performing construction work as part of the Project shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. As a condition of receiving ARPA federal funds for this Grant, Grantee provides the following assurances:
 - a. Grantee assures 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 Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

- b. Grantee acknowledges that federal 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"). Grantee 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, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
- c. Grantee acknowledges and agrees that compliance with these assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
- d. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by Treasury, this assurance obligates the Grantee, 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 Grantee for the period during which it retains ownership or possession of the property.
- e. Grantee shall cooperate in any enforcement or compliance review activities 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, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.
- f. Grantee 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 Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.
- g. The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

3. Grantee understands that making false statements or claims in connection with this Grant 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.
4. The United States expressly disclaims any and all responsibility or liability to third persons for the actions of third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of this Agreement.
5. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing 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.
6. For-profit businesses may be required to report grant awards as taxable income and should consult with an accounting professional for further guidance.