



LIVINGSTON COUNTY

ARPA ASSISTANCE

ACKNOWLEDGEMENT OF ELIGIBILITY AND ACCEPTANCE OF FUNDS

Beneficiary Information					
Beneficiary Entity:	Hamburg Senior Center				
Taxpayer Identification Number:					
Address:					
City and County:		State:		Zip:	
Contact Name:		Title:			
Phone Number:		E-Mail:			
Award Amount	\$69,000				

Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021) established the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) to provide state, local, and tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. Pursuant to this plan, Livingston County has received federal funds that may be used to respond to the public health emergency or its negative economic impacts. Livingston County has determined it is necessary to provide economic support and aid to organizations impacted by operating interruptions or other effects from the COVID-19 emergency and has established a collaborative application process with the Livingston Leadership Council on Aging for this purpose, to be administered by Livingston County (“County”).

By providing signature on this Acknowledgement of Eligibility and Acceptance of Funds (this “Acknowledgement”), the undersigned represents and certifies to the County that signer is a duly authorized representative, capable of legally binding the Beneficiary Entity identified above (“Beneficiary”), that Beneficiary is the same entity that applied for ARPA funds (as defined in the Livingston Council on Aging 2023-2026 Senior Project Application), and that Beneficiary now accepts a grant to Beneficiary in the Award Amount (the “Grant”). Beneficiary agrees that the Grant cannot be for costs for which the organization was previously compensated. By entering into this Acknowledgement, Beneficiary agrees any Grant amount it may receive will be determined by the County in its sole discretion based on available funds.

In consideration of the Grant, Beneficiary restates, represents, and certifies each of its certifications in its application to the County as of the date of signature on this Acknowledgement. Beneficiary agrees the Grant is subject to future audit and agrees to fully cooperate with same. If, at a later date, any federal or County official or auditor questions or determines information provided by beneficiary was not in compliance with ARPA rules, regulations, or law or that Beneficiary was ineligible for the Grant, Beneficiary agrees to repay the Grant to the County in full.

In providing this ARPA/SLFRF funded assistance, the County must comply with Section 603 of the Social Security Act and all federal regulations and federal mandates as adopted by the U.S. Department of Treasury and other applicable federal statutes, regulations, and executive orders. Therefore, as a condition to receiving a Grant from the County, Beneficiary understands that funds disbursed under this program may only be used in compliance with Section 603 of the Social Security Act and the regulations implementing that Section. Beneficiary therefore agrees as a condition to receiving the Grant to abide by the terms contained in this Beneficiary Agreement and to use any Grant received to address the impact of the COVID-19 public health emergency on its operations including but not limited to its increased costs, reduced revenue, or other economic effects attributable to the public health emergency. Beneficiary agrees not to use the Grant for any purpose that contravenes the statutory purposes of the ARPA including but not limited to undermining efforts to stop the spread of COVID-19.

Beneficiary agrees to comply with all Internal Revenue Service requirements relating to the tax status of funds provided to Beneficiary under the ARPA/SLFRF, as well as with all other federal and state laws and regulations, including but not limited to applicable federal environmental laws and regulations, federal and state civil rights and nondiscrimination requirements. Beneficiary is responsible for consulting any tax or legal professionals it decides are necessary to ensure its compliance with these requirements.

The individual signing this Agreement understands the potential consequences, including civil or criminal liability, of providing false statements or information in order to secure a Grant from the County.

All other prior discussions, communications and representations concerning the subject matter of this Acknowledgement are superseded by the terms of this Acknowledgement, and except as specifically provided herein, this Acknowledgement constitutes the entire agreement between the County and Beneficiary.

By signing this Acknowledgement and accepting the Grant, Beneficiary agrees to indemnify, defend, and hold harmless the County, the U.S. Department of Treasury and their officials, employees, agents, and assigns from any and all liability, loss, claim, damage, cost and expense arising from or related to the Grant, including the failure of any certification of Beneficiary to be lawful and / or correct in all respects.

The County will, upon full execution of this Agreement, make a lump sum payment to Beneficiary. The Beneficiary shall provide a written update on the status of the use of granted funds to the to the Livingston County Finance and Asset Management Committee every three (3) months and shall present, in person, a report on the use of granted funds to the Finance and Asset Management Committee every six (6) months until 12/31/2025 or until all granted funds are expended.

[Organization Name]

By

Name

Date

TEMPLATE