

GRANT AGREEMENT
BETWEEN
THE COUNTY OF DUKES COUNTY
AND
THE TOWN OF WEST TISBURY, MASSACHUSETTS

This **AMENDED** Grant Agreement (this “Agreement”) is entered into by and between the County of Dukes County, Massachusetts (the “County”) and the Town of West Tisbury, Massachusetts (the “Grantee”).

WHEREAS, the County is the recipient of a of federal financial assistance from the State & Local Fiscal Recovery Fund (CFDA No. 21.027), authorized by the American Rescue Plan Act of 2021 (ARPA), in the total amount of **ONE HUNDRED TWENTY** Thousand Dollars (\$120,000.00) identified as federal award identification number SLFRP5544 (the “ARPA Grant”) with a federal award date of October 20, 2021, provided by the United States Treasury (“Treasury”);

WHEREAS, the Grantee has requested that the County apply a portion of the ARPA Grant to pay costs of one or more projects of the Grantee described herein, which projects are eligible uses of the ARPA Grant;

WHEREAS, the County is willing to provide a restricted grant (the “Grant”) in the Grant Amount set forth in Exhibit A (the “Grant Amount”) to the Grantee on the terms and conditions stated herein; and

WHEREAS, the Grantee is willing to accept the Grant evidenced by this Agreement and its obligations hereunder, and to thereby become a recipient of funding made available from the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE TOWN

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth of Massachusetts, with the full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds to pay costs of the Project (defined below) and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement, and all approvals, consents, and other governmental proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.

- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project or (2) contesting or affecting the validity of this Agreement; and neither the existence of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *Reserved.*
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement were, at the time the same were furnished, and are, as of the date hereof, true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement and (ii) agrees that on each date that a disbursement of the Grant is made, it will be deemed to have affirmed and ratified all such statements, representations and warranties.

ARTICLE II - THE GRANT

2.1 Grant Amount

The County agrees to make, and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, the Grant in the Grant Amount, to be disbursed from time to time pursuant to the terms hereof.

2.2 Project and Schedule

- (a) *Grant Purpose.* Each Grant is being made solely to finance the project(s) described in the Exhibit A hereto (the "Project"), which Project constitutes the "provision of government services" within the meaning of section 603(c)(1)(C) of the Social Security Act and the related United States Treasury regulations and guidance. The County and Grantee agree and covenant that the Grant will not be used for any other purposes other than to lawfully finance the Project.
- (b) *Reimbursable Grants; Payment Schedule.* Unless otherwise determined by the County in its sole discretion, the Grant shall be disbursed on a reimbursable basis no more often than once each month. As of the date of this Agreement, the Grantee expects to seek

reimbursement on in the amounts and on the dates set forth in the payment schedule attached as Exhibit B. The County agrees that it shall not unreasonably withhold, condition or delay reimbursements of Project costs from Grant proceeds, provided that the Grantee is in full compliance with the terms of this Agreement.

- (c) *Obligation and Expenditure.* The County intends that this Agreement, when executed by both parties, shall serve as an interagency agreement to obligate the ARPA Grant in an amount equal to the Grant Amount. In furtherance of the obligation of such funds, the parties hereto agree that this Agreement: (1) imposes conditions on the use of Grant funds by the Grantee to carry out the Project and governs the provision of the Grant from the County to the Grantee (a governmental entity) to carry out an eligible use of the ARPA Grant; (2) sets forth specific requirements, including without limitation the scope or work and deliverables described in Exhibit A; (3) when effective will be signed by each party hereto; and (4) does not disclaim any binding effect or state that the Agreement does not create rights or obligations. The Grantee hereby represents that no portion of the Grant will be used to pay costs that were obligated (incurred) by the Grantee prior to March 3, 2021 and no portion of the Grant will pay any costs after December 31, 2026. All Grant proceeds that remain unspent as of December 31, 2026 shall be returned to the County promptly and, in any event, within ten (10) business days thereafter.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion, including without limitation certificates of insurance required by Section 3.9).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed copy of this Agreement.
- (b) *Expiration of Offer.* The Grant, and the obligation of the County to disburse the Grant, or any portion thereof, shall expire thirty (30) days from the date the Grantee was notified that the County had approved the Grant. The representations and certifications of the Grantee herein shall survive such expiration. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project, subject to Article II hereof and in accordance with applicable laws, rules and regulations. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws, rules and regulations, whether or not such laws, rules or regulations are expressly referenced herein.

3.2 Reporting; Non-Discrimination and Compliance with Laws

- (a) The Grantee shall comply with all reporting requirements, including those set forth in Schedule A hereto. In addition, the Grantee agrees that the Project shall be constructed or undertaken, and the Grant shall be expended, in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder.

- (b) The Grantee and its agents, employees and representatives, shall comply with all applicable federal, state and local laws, regulations, rules and orders to assure that no person shall be excluded from participating in any activity conducted with or benefiting from funds received from this Grant on the basis of such person's race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability and/or status as a veteran (including Vietnam-Era Veterans).
- (c) Without limiting the generality of subsections (a) and (b) above, the Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement (including, without limitation, the Assurances of Compliance with Federal Civil Rights Requirements in Schedule B hereto), certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project. In the event that the Grant, together with all other sources of funds secured by the Grantee to pay costs of the Project, are (or are reasonably expected to be) for any reason and at any time, insufficient to complete the Project, the Grantee will (i) promptly notify the County in writing describing with reasonable detail the circumstances of such fact or expectation and (ii) obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.

3.4 Recoupment and Costs; Set-Off

The Grantee acknowledges that it is responsible for compliance with this Agreement and all local, state and federal laws, rules and regulations applicable to the Grant and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment. If the Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and, in any event, within ten (10) days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts. The County reserves the right to use any and all legal and equitable means to recoup disbursements of the Grant, costs related thereto and any other amounts owing from the Grantee to the County under this Agreement including, without limitation, through set-off of any amounts otherwise payable by the County to the Grantee.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the County and all of its employees, officials, officers, and agents (each, an "Indemnified Person") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of the Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the grant

negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify, defend and hold harmless any Indemnified Person.

3.6 Reserved.

3.7 Recordkeeping.

The Grantee shall maintain accounts and records with respect to the Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by, as applicable, the Governmental Accounting Standards Board (GASB). The Grantee shall keep and maintain all financial records and supporting documentation related to the Project and the Grant for a period of seven years after all Grant proceeds have been expended or returned to the County (whichever is later). Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats, in addition to hard copies. The Grantee agrees to make such records available to the County or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to the Project and/or each Grant.

3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant it is a recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

3.9 Insurance

Throughout the term of this Agreement, the Grantee shall maintain insurance coverage with a reputable insurance provider that is reasonable and customary for cities, towns and districts in Massachusetts similar to the Grantee and facilities or assets similar to the Project which coverage shall include, at minimum, damage to or destruction or taking of the Project. In assessing comparable cities, towns and districts to the Grantee for such purpose, consideration shall be given to the Grantee's number

of employees, the size of its annual budget and any financial reserves, the type(s) services it provides, and all other relevant factors. Evidence of coverage adequate to meet the requirements of this Section has been provided and is attached as Exhibit C.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or the Grant hereunder:
 - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable local, state or federal law, rule or regulation applicable to the Project and/or the Grant; or
 - (ii) if any representation or warranty made by the Grantee in this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement or the Grant, setting forth the reason(s) for termination. The termination of this Agreement or the Grant shall be effective as of the date such notice of termination is sent by the County or any later date set forth in such notice as the termination date.
- (c) *Effect of Termination.* Upon termination of this Agreement or the Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged to the County's satisfaction, including, without limitation, any obligation to reimburse the County for disbursements of the Grant; or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

The Grantee's obligations with respect to reporting and record-keeping, to indemnify, defend and hold harmless each Indemnified Person, to return Grant funds that are not obligated or spent by the respective deadlines, and to return Grant funds subject to recoupment together with costs of the County related thereto shall each survive any termination or expiration of this Agreement.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, to the persons and at the addresses set forth for Notices in Exhibit A or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance 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. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the Commonwealth and, unless otherwise required by law, within the County of Dukes County. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. The parties understand and agree that this Agreement (including all schedules and exhibits attached hereto), supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any

other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

The Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required as determined by the County for carrying out the intention or facilitating the performance of this Agreement and for confirming continued compliance with this Agreement and the terms and conditions of the Grant.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

5.11 Waiver of Personal Liability

No Indemnified Person shall be individually or personally liable for the payment of any sum hereunder or any claim based thereon, or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No Indemnified Person (including any Indemnified Person who executes any certificate in connection with the Grant that restates or certifies as to the truth and accuracy thereof) shall be individually liable for the breach by the County of any representation or covenant contained herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

COUNTY:

**COUNTY OF DUKES COUNTY,
MASSACHUSETTS**

By: _____
Name: Martina Thornton
Title: County Manager

Date: _____

Authorized by a vote of the County Commissioners as a properly noticed meeting held on August 5, 2026

GRANTEE:

TOWN OF WEST TISBURY, MASSACHUSETTS

By: _____
Name: _____
Title: _____
Duly Authorized

Date: _____

[Attach evidence of authority]

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported to the County promptly upon the occurrence thereof (and in any event with five business days of such occurrence):

- (a) The inclusion of the Grantee, or any contractor or vendor related to the Grant or the Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal, administrative or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of local, state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.
- (c) Any antidiscrimination complaints, reviews and proceedings, if any, as described in item 8 of Schedule B.

On Demand Reporting

At the County's request from time to time, the Grantee shall promptly (and in any event with five business days of such request) provide to the County full copies of insurance policies compliant with Section 3.9 with evidence that such policies have been fully paid and/or such other information relating to the Grant and the Project including, without limitation any information reasonably necessary for the County to assess compliance, or risk of noncompliance, by the Grantee with any requirements of the Grant and the local, state and federal laws, rules or regulations or Treasury or other guidance related thereto.

Scheduled Reporting

- (a) Progress Reporting. The Grantee shall provide a progress report with every reimbursement request. Each such report shall contain:
 - (i) The status of the Project (and each Project component, if any) (not started, < 50% complete, > 50% complete, or completed);
 - (ii) The amount of the Grant spent on the Project (and on each Project component, if any) since the prior progress report (or if none since the date of the Grant Agreement);
 - (iii) The cumulative total amount of the Grant funds spent on the Project (and on each Project component, if any) to date;
 - (iv) A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable antidiscrimination laws (or has delivered to the County in writing a full accounting of all instances on noncompliance);
 - (v) Such other items as the County shall reasonably request related to the Grant and/or the Project.

- (b) Annual Reporting. The Grantee shall provide its annual audited financial statements, any management letter and, if applicable, Single Audit, promptly upon the same becoming available.
- (c) Close-Out Reporting. The Grantee shall provide a final close-out report acceptable to the County after the final expenditure (or return to the County) of the Grant funds. Such report shall be delivered to the County **as soon as possible but not later than 10 days** (or such shorter period as may be required by applicable law, rule, regulation or Treasury guidance) following the **day on** which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents. Such report shall include all “Deliverables” for each Project Component as such Deliverables are described in Exhibit A

SCHEDULE B

Assurance of Compliance with Federal Civil Rights Requirements

As a condition of receipt of federal financial assistance including the Grant, the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant and may include other federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including the Grant and any such assistance that the Grantee may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's programs is federally assisted in the manner proscribed above.

1. Grantee ensures 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 USC § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Grantee acknowledges that 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 understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
3. 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, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant), and is binding upon Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.
5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its

regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury (including, without limitation, the Grant), 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.
7. Grantee shall cooperate in any enforcement or compliance review activities by the County or the Department of the Treasury 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, the Grantee shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Grantee shall maintain a complaint log and promptly inform the County of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that Grantee has received no complaints under Title VI.
9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.
10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document.

EXHIBIT A

Grant Amount: **\$120,000.00**

Notices:

If to the County:

Martina Thornton, County Manager,
County of Dukes County,
P.O. Box 190,
Edgartown, Massachusetts 02539

If to the Grantee:

Jennifer Rand
Town Administrator
PO Box 278
West Tisbury, MA 02575

Project Descriptions and Scope of Work and Project Deliverables:

The Town of West Tisbury seeks to replace the current septic system at the Public Safety Building located at 454 State Road. This building houses the Police Department, Fire Department, Animal Control and the Emergency Manager. With the current septic system the building is at capacity. This project is necessary to allow the addition of two bedrooms to house EMTs on the overnight shift for Tri-Town Ambulance. Currently they are housed in Chilmark which is resulting in longer response times for emergencies in West Tisbury.

The following project components collectively comprise the “Project”:

Install new 1,500-gallon Fast system tank and all necessary piping, pumping, grading, compaction, saw cutting asphalt, and old tank removal/disposal, engineering and permitting, asphalt patching and blower unit power installation by an electrical contractor.

EXHIBIT B

[Expected Disbursement Schedule]

All Grant funds to be expended not later than December 31, 2026.

The Grantee expects to submit reimbursement requests to the County as follows:

\$120,000 by November 30, 2026

EXHIBIT C

Certificate(s) of Insurance