



CORONAVIRUS STATE AND
LOCAL FISCAL
RECOVERY FUND
GRANT AGREEMENT AND
TERMS AND CONDITIONS

August 5, 2022

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to organizations from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program established within the American Rescue Plan Act ("ARPA").

These requirements are in addition to those that can be found within the grant management system maintained by the State of Mississippi. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The notice of subrecipient grant award remains an offer until the fully executed copy of this Grant Agreement is received by the Mississippi Department of Finance & Administration (DFA).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred on or after March 3, 2021 and obligated by December 31, 2024. The specific performance period for this grant is listed in the Federal Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program guidance. All expenditures must be incurred, and all services must be received within the performance period. DFA will not be obligated to fund expenses incurred after the performance period. For a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment funds need not be made during that period (though it is expected to take place within 90 days of a cost being incurred).

1.5 *General Responsibility*

By accepting the award, eligible grantees agree to the following:

- 1) Determine that each project undertaken is an eligible use of SLFRF funding and responds to the COVID-19 public health emergency or its negative economic impacts;
- 2) Perform the activities promised in the marketing plans submitted to DFA;
- 3) Exercise proper stewardship of all federal funds;
- 4) Comply with regulatory and programmatic requirements, as more fully discussed below;
- 5) Report all required information to DFA. Program reports, cash reports, expenditure reports and performance reports will be required and will be specified in grant documents;
- 6) Provide documentation substantiating appropriate expenditure of all advances received;
- 7) Restrict the use of SLFRF award funds by not depositing SLFRF funds into a pension fund or using SLFRF funds to offset a reduction in net tax revenue resulting from the recipient's change in law, regulation, or administrative interpretation; and

- 8) Restrict the use of SLFRF award funds by not using SLFRF funds to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund.

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts. In general, to identify eligible uses of funds, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted. However, note that the guidance maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible.

The SLFRF Program statutes and related guidance provide additional guidance on the permissible use of grant funds and may be accessed through this link: [SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#). Further guidance and FAQs for SLFRF funds can be found at [SLFRF-Final-Rule-FAQ.pdf \(treasury.gov\)](#).

The grantee certifies compliance with these eligible expenses by executing the SLFRF Eligibility Certification Form in Exhibit A, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with DFA administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

DFA and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, de-obligating awarded funds or changing grant officials. The grantee has no right or entitlement to reimbursement with grant funds.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in the grant management system (GMS) to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Public Records

Notwithstanding any provision to the contrary contained herein, the grantee acknowledges that DFA is a component of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Section 25-61-1, et seq. The grantee acknowledges that DFA will comply with the Act as required. If a public records request is made for any information provided to DFA in connection with this Grant Agreement, DFA shall follow the provisions of Miss. Code Ann. Section 25-61-1, et seq., and any other

relevant provisions of state law in disclosing the requested information.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to DFA, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to DFA or State of Mississippi. The grantee will cooperate with DFA in the production of documents or information responsive to a request for information.

1.8 Remedies for Non-Compliance

If DFA determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, DFA, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by DFA;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by DFA until repayment to DFA is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of DFA;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless DFA expressly authorizes them in the notice of suspension or termination or subsequently.

DFA, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then DFA may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue

other remedies available to DFA under this grant agreement and applicable law. False statements or claims made in connection with DFA grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

1.11 Fraud, Waste, and Abuse

The grantee understands that Office of Governor does not tolerate any type of fraud, waste, or misuse of funds received from DFA. DFA's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, DFA policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from DFA that is made against the grantee, the grantee is required to immediately notify DFA of said allegation or finding and to continue to inform DFA of the status of any such on-going, investigations. The grantee must also promptly refer to DFA any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify DFA in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify DFA in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to DFA.

1.12 Termination of the Agreement

DFA may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against DFA, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, DFA may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

DFA and grantee may mutually agree to terminate this Grant Agreement. DFA in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by DFA, grantee shall continue to be obligated to DFA for

the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, DFA's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by DFA in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination expiration.

1.13 Indemnification

To the fullest extent allowed by law, the grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the DFA, its governance, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the grantee and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the grantee may be allowed to control the defense of any such claim, suit, etc. In the event the grantee defends said claim, suit, etc., the grantee shall use legal counsel acceptable to the State. The grantee shall be solely responsible for all costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense.

The grantee shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold. The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by DFA as an agency of the State of Mississippi, its officers, regents, employees, agents, or contractors or the State of Mississippi of any privileges, rights, defenses, remedies, or immunities from suit and liability that DFA or the State of Mississippi may have by operation of law.

1.14 Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of said State. The grantee shall comply with applicable federal, state, and local laws and regulations.

Grantee and DFA representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by DFA, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

1.15 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. DFA and/or the State of Mississippi shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of DFA.

1.16 System for Award Management (SAM) Requirements

- a. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current

registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- b. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking SAM before doing/renewing business with that vendor.
- c. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Mississippi statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.17 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.18 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.19 Force Majeure

Neither the grantee nor DFA shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.20 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.21 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within

Mississippi; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.22 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. However, SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

1.23 Civil Rights Compliance

Recipients of Federal financial assistance from the 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 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. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that non-tribal recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

1.24 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to DFA and understands and agrees that DFA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.25 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to DFA and understands and agrees that DFA will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.26 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or not disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by DFA. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to DFA, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.27 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by DFA. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to DFA upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or DFA, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget

and the final Financial Status Report and shall be available to DFA at all times upon request.

- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

Grantees may use award funds to enter into contracts to procure goods and services necessary to implement one or more of the eligible purposes outlined in sections 602(c) and 603(c) of the Act and Treasury's Interim Final Rule. As such, grantees are expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance.

Specifically, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds and comply with 2 CFR §§ 200.321, 200.322, and 200.323. States must also ensure that every contract includes the applicable contract clauses required by 2 CFR § 200.327. All other entities under the program, including subrecipients of a State, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

2.3 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), DFA, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, DFA, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement. SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for passthrough entities. Your organization is deemed to be receiving a subaward of SLFRF funds and is therefore a subrecipient. Each subrecipient's risk of noncompliance will need to be evaluated based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Accordingly, your organization should develop written

policies and procedures to allow for subrecipient monitoring and risk assessment.

3.2 *Single Audit Requirements*

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3.3 *Requirement to Address Audit Findings*

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to DFA a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of DFA.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, DFA or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by DFA within the time period specified by DFA and to the satisfaction of DFA, at the sole cost of the grantee. The grantee shall provide to Office of Governor periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 *Records Retention*

- a. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from DFA under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- b. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective or the submission of the final expenditure report; and also through the completion of any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. DFA may direct a grantee to retain documents for longer periods of time or to transfer certain records to DFA or federal custody when it is determined that the records possess long term retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 *Prohibited Costs*

- a. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.

- b. Damages covered by insurance.
- c. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- d. Reimbursement to donors for donated items or services.
- e. Severance pay.
- f. Legal settlements.
- g. Costs associated with writing the initial proposal materials to DFA.
- h. Transportation.
- i. Entertainment.
- j. Land acquisition
- k. Permanent renovations not required to maintain licensing requirements and capital improvements, other than certain equipment.
- l. Stationary playground equipment.
- m. Travel.

4.2 *Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- a. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- b. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- c. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- d. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- e. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person

to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit B. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 *Payments and Required Documentation*

All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through the GMS portal provided by DFA, using instructions provided in the portal.

All documentation for expenditures paid during the project period must be submitted to DFA on or before the grant liquidation date.

5.2 *Financial Reporting*

Financial reports must be submitted to DFA on at least a quarterly basis and not more often than a monthly basis, via GMS.

The final financial report must be submitted to DFA on or before the grant liquidation date or the grant funds may lapse and DFA will provide them as grants to other eligible jurisdictions.

5.3 *Reimbursements*

DFA has wide discretion in funding those costs which it best determines to meet the purpose of this grant, based on budgeted amounts submitted in each grantee's proposal. DFA is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.4 *Refunds and Deductions*

If DFA determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return the amount identified by Office of Governor as an overpayment. The grantee shall refund any overpayment within thirty (30) calendar days of the receipt of the notice of the overpayment from DFA unless an alternate payment plan is specified by DFA. Refunds shall be remitted to: Mississippi Department of Finance and Administration, Attn: Reginald Welch, Deputy Executive Director, P.O. Box 267, Jackson, MS 39205.

5.5 *Recapture of Funds*

The discretionary right of DFA to terminate for convenience under Section 1.13 notwithstanding, DFA shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by DFA: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.6 *Liquidation Period*

Unless specifically set aside, grant funds will liquidate 90 calendar days following the project period end date, which is December 31, 2024. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to DFA.

5.7 *Project Close Out*

DFA will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that DFA paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A – CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS ELIGIBILITY CERTIFICATION

I, Stephanie Coomer, am the Deputy Director of City of Tupelo Convention and Visitors Bureau (“Grantee”), and I certify that:

1. I have the authority on behalf of the Grantee to request grant payments from the State of Mississippi (“State”) for federal funds appropriated pursuant to the American Rescue Plan Act (ARPA), which was signed into law and established the Federal Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program.
2. I understand that the State will rely on this certification as a material representation in making grant payments to the Grantee.
3. I acknowledge that the Grantee should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with ARPA and the SLFRF Program.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Mississippi Department of Finance & Administration, and the Mississippi State Auditor’s Office, or designees.
5. I acknowledge that the Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if the Grantee has not used funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States federal government.
8. I acknowledge that the Grantee’s proposed uses of the funds provided as grant payments from the State by federal appropriation will be used only to cover those costs that are allowable under SLFRF, as further described in Section 1.5 of this Grant Agreement.

By: Stephanie Coomer

Authorized Signature: Stephanie Coomer

Title: Deputy Director

Date: 11/14/22

EXHIBIT B - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Stephanie Coomer, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, Stephanie Coomer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Stephanie Coomer

Authorized Signature: Stephanie Coomer

Title: Deputy Director

Date: 11/14/22

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

AMC Coronavirus State and Local Fiscal Relief Funds Eligibility Certification, hereinafter referred to as "Exhibit A"

AMC Certification Regarding Lobbying, hereinafter referred to as "Exhibit B"

AMC Coronavirus State and Local Fiscal Relief Funds Letter

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: Stephanie Coomer

Authorized Signature: Stephanie Coomer

Title: Deputy Director

Date: 11/14/22