



# State of Mississippi

TATE REEVES  
Governor

May 6, 2024

Todd Jordan  
Mayor  
City of Tupelo  
PO Box 1485  
Tupelo, MS 38804-4747

Dear Mayor Jordan:

I am pleased to inform you the city of Tupelo's application for Colonial Estates Lift Station project funds through the Appalachian Regional Commission in the amount of \$303,447 has been approved by the Mississippi Development Authority. The award is effective May 1, 2024.

This funding demonstrates the city of Tupelo's commitment to community needs in Mississippi. I commend you for this initiative and for helping improve the quality of life in your community.

The contract is contingent upon environmental clearance, which must be completed within four months of the award date, or it will be voided automatically. Lisa Maxwell, Community Incentives Division bureau manager, will contact you regarding your grant agreement. You may reach Lisa at 601-359-2498 or [lmaxwell@mississippi.org](mailto:lmaxwell@mississippi.org)

Sincerely,

A handwritten signature in blue ink that reads "Tate Reeves".

Tate Reeves  
Governor

TR:lm

cc: Honorable Roger Wicker, United States Senate  
Honorable Cindy Hyde-Smith, United States Senate  
Honorable Trent Kelly, U.S. House of Representatives



# State of Mississippi

TATE REEVES

Governor

## MISSISSIPPI DEVELOPMENT AUTHORITY

May 15, 2024

Mayor Jordan Todd  
City of Tupelo  
PO Box 1485  
Tupelo, MS 38804-4747

RE: Grant Agreement – City of Tupelo – Colonial Estates Lift Station – MS-21688

Dear Mayor Todd:

I am pleased to notify you that two copies of the grant agreement for your approved Appalachian Regional Commission (ARC) project are enclosed. Please read the agreement carefully, then sign both copies, keep one for your files, and return the other to this office no later than **May 31, 2024**.

At this time, you should initiate the following:

(1) ENVIRONMENTAL CLEARANCE

**The enclosed contracts are contingent upon environmental clearance. Environmental clearance must be completed within four (4) months of the award date or your contract will automatically be voided. No request for cash will be processed until the environmental clearance is granted (with the exception of application preparation fee).**

(2) PAYMENT METHOD

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of the Grantee's choice.

Mayor Todd  
May 15, 2024  
-2-

Congratulations on receiving this grant to carry out this Appalachian Regional Commission project to improve the quality of life in the city of Tupelo. Please submit all the required information to the **Mississippi Development Authority, Attention: Community Incentives Division, Post Office Box 849, Jackson, MS 39205**. If you have questions, please contact Lisa Maxwell at (601) 359-2498 or [lm Maxwell@mississippi.org](mailto:lm Maxwell@mississippi.org).

Sincerely,



Steven C. Hardin  
Director  
Community Incentives Division

SCH:lm

Enclosures



**STATE OF MISSISSIPPI**  
TATE REEVES, GOVERNOR  
**MISSISSIPPI DEVELOPMENT AUTHORITY**  
William V. Cork  
EXECUTIVE DIRECTOR

**ARC MANUAL RECEIPT ACKNOWLEDGEMENT**

THIS ACKNOWLEDGES THAT I HAVE RECEIVED A COPY OF THE APPALACHIAN REGIONAL COMMISSION (ARC) CONSTRUCTION PROGRAM POLICIES AND PROCEDURES IMPLEMENTATION MANUAL. I AM AWARE OF THE FEDERAL, STATE AND AGENCY REQUIREMENTS ASSOCIATED WITH THE ACCEPTANCE OF ARC FUNDS.

City of Tupelo- MS-21688

Signature of Chief Elected Official Required

Todd Jordan  
Name (printed)

Todd Jordan 5/28/2024  
Name (signed) and date





**MISSISSIPPI DEVELOPMENT AUTHORITY  
ARC GRANT SIGNATURE SHEET**  
501 North West Street, 5<sup>th</sup> Floor (zip: 39201) • Post Office Box 849 (zip: 39205)  
Jackson, Mississippi

1. Grantee's Name, Address, and Telephone Number

City of Tupelo  
PO Box 1485  
Tupelo, MS 38804-4747

662-489-2415

Fiscal Year End: September 30

2. Effective Date: May 1, 2024

3. Grant Number: MS-21688

4. Grant Identifier: (Funding Source & Year):  
ARC 2024                      CDFA 23.002

5. Beginning and Ending Dates:  
May 1, 2024 to April 30, 2027

6. Grant Payment Method:  
Current Needs

7. Page 1 of 17

8. Project Description:

Lift Station Project as specified in their 2024  
Appalachian Regional Commission Grant  
Application.

9. The following funds are obligated:  
ARC                      Other  
\$303,447.00            \$303,447.00

10. The Grantee agrees to operate the program outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement:

- a. Budget
- b. Scope of Work
- c. General Terms and Conditions
- d. Federal Requirements
- e. State of Mississippi Appalachian Regional Commission Grant Assurances

11. Approved for Contractor:



5/15/24

Signature

Date

Name: Steven C. Hardin

Title: Director, Community Incentives Division

12. Approved for Grantee:

Signature

Date

Name: Jordan Todd

Title: Mayor, City of Tupelo



## **SCOPE OF WORK**

The scope of work for this project shall be as stated in the Project Description and as approved in the Appalachian Regional Commission grant application. Should a change in the scope of work be necessary, the Grantee (grant applicant) shall provide MDA, Community Services Division, with updated information regarding beneficiaries and cost benefit ratio on any MDA approved change in scope.

## **GENERAL TERMS AND SPECIAL CONDITIONS**

Pursuant to an arrangement between MDA and the Appalachian Regional Commission (hereinafter "ARC"), MDA administers the provision of ARC assistance for certain projects within the ARC area of service. As described in the Project Description, ARC funding is being provided to Grantee to assist at the Project Site. The Project will provide the infrastructure necessary for job creation and retention in the county and State in which the Project is located and will promote and strengthen the economy and sustain economic development for an improved quality of life.

ARC has requested MDA's assistance in facilitating the implementation of the Project. MDA will administer the funds provided by ARC in accordance with the contract between ARC and MDA. Pursuant to that contract, MDA will provide technical advice and assistance and ARC financial assistance to Grantee. No MDA funds are provided under this Agreement. This Agreement is being entered into to set forth in writing the terms pursuant to which MDA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and MDA concerning the Project in accordance with the plan set forth in the application of the above mentioned Grantee and subject to any attached revisions or special conditions. This contract is contingent on the availability of funds from the Appalachian Regional Commission.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Appalachian Regional Commission's State Basic Agency Program Design, ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Standard Form 424D: Assurances-Construction Programs, MDA'S ARC Guidelines and Implementation Manual and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Appalachian Regional Commission Grant funds.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the Grantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Grantee for any expenses or costs associated with such an unauthorized change or amendment.

MDA reserves the right to withhold grant funds or to terminate this contract for cause, if the Grantee fails to fulfill in a timely and proper manner the obligations under this contract or if the Grantee should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the Grantee of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The Grantee hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the Grantee further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding. The Grantee agrees to and understands that the ARC award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Grantee.



This grant shall become effective on the beginning date of the grant period stated in section 5 of page 1 provided that this contract shall have been fully completed, executed by the Grantee, and received in the office of MDA.

**1. Application of the Mississippi Employment Protection Act of 2008**

All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**2. Debarment and Suspension**

The Mississippi Development Authority (MDA), Community Services Division (CSD) must ensure that Sub-recipients (Local Units of Government and Non-Profit Agencies) of federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549 and per 2 CFR Part 200. MDA/CSD has performed the required due diligence by verifying the SAM.GOV database to ensure at pre-award that all sub-recipients have met this certification. In the event that a Sub-recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MDA/CSD may pursue available remedies, including suspension and/or debarment or termination of the existing grant agreement.

Grantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by MDA, any federal agency or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

**3. Special Conditions That Require Written Clearance**

**A. Mississippi State Department of Health Approval**

If applicable, prior to the release of any ARC funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any ARC funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of ARC funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

D. Environmental Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance. Construction may not begin until the environmental assessment has been conducted.

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided. Waivers to the four (4) month rule may be granted on a case-by-case basis. The Division Director will be the only signature authority for waivers.

4. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

5. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

6. Fire Safety Codes

If applicable, the Subgrantee must comply with local fire safety codes.

7. Nonperformance Standards

If at the end of 12 months from the start of the contract period and construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Grantee can document circumstances beyond its control that prevented construction.

8. Nondiscrimination Policy

Grantee must adopt a policy stating that they will not discriminate in hiring and employment practices against any individual on the grounds of race, age, handicap, religion, color, sex or national origin.

**9. Application**

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

**10. Labor Standards**

Grantees using federal funds must follow all applicable federal labor standards, which are set forth in the following statutes: Davis-Bacon Act 40 USC 276 (a-a5), Copeland "Anti-Kickback" Act 40 USC 276 (c), and Contract Work Hours and Safety Standards Act 40 USC 327-333.

**11. Uniform Relocation Assistance and Real Property Acquisition Policies Act**

Grantee will ensure that construction projects that involve the acquisition of real property as a result of the ARC funds comply with the Act's requirements.

**12. Minority and Women Owned Business Enterprises**

Grantee will follow state and federal policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) as set forth in the CSD Policy.

**13. Conflict of Interest**

Grantee will comply with the Mississippi Conflict of Interest Act and the ARC Grant Agreement General Conditions. The Grantee must also comply with 24 CFR Part 570.611 which states: no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to ARC activities assisted under this part, or who are in position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an ARC-assisted activity...either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter... (c) Persons covered. The conflict of interest provision of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient, or of any designated public agencies, or recipients which are receiving funds under this part.

**14. Equal Opportunity Requirements**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and Section for training apprenticeship.

**15. Grant-Related Income**

Grant-related income means gross income earned by Grantee from grant supported activities and shall include but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by the ARC Agreement.

**16. Paymode**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## **FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING**

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and ARC rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

### **1. Access to Records and Facilities**

The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.

### **2. Audits and Monitoring**

The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular 2 CFR Part 200 or, if 2 CFR Part 200 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular 2 CFR Part 200.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

Failure to submit all Audit documentation by the required due dates may deem the Local Units of Government or Non-Profit Organizations in non-compliance with the Audit Requirements. CSD may impose sanctions such as suspending payments of current grants until the Audit is received and/or the eligibility for future funding.

### **3. Procurement**

The local unit of government must comply with all State and Federal laws per 2 CFR Part 200 dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application. All procurements transactions, regardless of dollar amount, must be conducted in a manner to provide free and open competition

**4. Budget Revision Acceptance**

The Grantee agrees and accepts all changes to the budget pages of its ARC application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Grantee's ARC project, and are hereby incorporated by reference herein and made a part of this contract. Any additional revisions to the approved budget must be approved by MDA and ARC in writing prior to implementation and then shall be part of this agreement and incorporated by this reference.

**5. In-Kind Services**

If applicable, any in-kind services to be performed by the Grantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

**6. Leveraged Funds**

The Subgrantee is held to its leveraged fund commitment as stated in the approved application. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

**7. Request for Cash**

When submitting a request for cash, the Grantee must provide the Request for Cash form sheet, the Consolidated Support Sheet and invoices. Drawdowns should be made only in the amount necessary to meet current disbursement needs. When submitting a request for cash, the Grantee is certifying that all invoices were incurred in accordance with the grant agreement and approved budget. A zero balance must be maintained and funds disbursed within three (3) days.

**8. Close-out Package**

Within thirty (30) days after the completion of all activities or sixty (60) days after the expiration of the grant agreement, the Grantee must submit a complete and acceptable close-out package.



## FEDERAL REQUIREMENTS

Grantee shall:

1. Recordkeeping
  - a. Keep accurate records and books of accounts showing the items and costs billed under this Agreement. Upon reasonable notice, MDA, its agents, or the U.S. General Accounting Office shall have the right to audit without restrictions, at any time during normal working hours, all costs incurred by Grantee and billed to MDA and cost data supporting the approved agreement. This right to audit includes an examination of Grantee's books, records, documents, and other evidence and accounting procedures and practices relating thereto.
  - b. Preserve and make available its records and books of accounts, including computer records in machine readable form, for a period of three (3) years from the date of final payment under this Agreement; provided, however, if this Agreement or any task is terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement; provided, further, records and books of accounts, including computer records in machine readable form, which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by MDA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.
  - c. Include the requirements of this section in each subcontract hereunder.
2. Provide assistance to MDA by submitting technical information, conducting assessment of environmental impacts and preparing National Environmental Policy Act (NEPA) documents as determined by MDA to be necessary in discharging applicable NEPA obligations. This Agreement may be unilaterally terminated by MDA if MDA decides, based on its NEPA review, not to go forward with the actions to administer the ARC grant.
3. Be responsible for complying with or ensuring compliance with all applicable laws and regulations including those related to environmental protection, building codes, safety ordinances, handicapped accessibility, and the Davis-Bacon Act. Contractor or its general contractor/subcontractors shall submit with its invoices satisfactory Davis-Bacon Act compliance information.
4. Not engage in any activity that would be in violation of local, state, or federal law, or would result in an anticipatory breach of the obligations of a federal agency under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands) or other laws requiring environmental review prior to undertaking a federal action.
5. Comply with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. Grantee shall include the requirements of this section in each agreement with a recipient of federal financial assistance hereunder.
6. Comply with Executive Order No. 11246, as amended, and the equal opportunity provisions set forth below. Grantee shall include the requirements of this section in each subcontract hereunder. A notice of requirements will be furnished to Grantee to assist Grantee and its general contractor/subcontractors with compliance.
7. The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or

borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause.

During the performance of this construction contract, the constructor agrees as follows:

- a. The constructor will not discriminate against any employee or constructor for employment because of race, color, religion, sex, or national origin. The constructor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The constructor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The constructor will, in all solicitations or advertisements for employees placed by or on behalf of the constructor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The constructor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the constructor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The constructor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The constructor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the constructor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the constructor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The constructor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The constructor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the constructor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by the administering agency, the constructor may request the United States to enter into such litigation to protect the interests of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the Grantee so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subgrantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the case to the Department of Justice for appropriate legal proceedings.

Ensure that the party responsible for construction shall comply with the requirements of Executive Order 12699 which requires that appropriate consideration of seismic safety be made for any new building (including new additions to existing buildings) financed in whole, or in-part by funds provided by MDA. (Building means any structure, fully or partially enclosed, used or intended for sheltering persons or property.) Said building shall be designed and constructed using the most recent edition of those codes, standards, and practices that are substantially equivalent to, or exceed the latest edition of, the National Earthquake Hazards Reduction Program Recommended Provisions for Development of Seismic Regulations for New Buildings (hereinafter referred to as "NEHRP Provisions"). The Interagency Committee on Seismic Safety in Construction (ICSSC) has determined that the latest editions of the following model building code and national standard provide a level of seismic safety equivalent to that provided by the NEHRP Provisions: (a) The 1997 International Conference of Building Officials, "Uniform Building Code (UBC) and (b) The American Society of Civil Engineers 7-95: Minimum Design Loads for Buildings and Other Structures (ASCE 7). Only those state, county, local, or other jurisdictional building ordinances adopting and enforcing codes or standards that are equivalent to or exceed the NEHRP Provisions may be used.

8. (If over \$100,000) Comply with section 310 of Public Law No. 101-121 (codified at 31 U.S.C. §1352), and the provisions set forth below regarding restrictions on lobbying. By signing this Agreement, Grantee certifies compliance with the foregoing in accordance with the below certification:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. 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 any 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.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for

influencing or attempting 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. 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 recipients 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. 1352. 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.

9. On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found at [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA) and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.



## 10. STATE OF MISSISSIPPI

### APPALACHIAN REGIONAL COMMISSION ASSURANCES

The Subgrantee hereby assures and certifies that:

1. It possesses the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (include funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in the application.
2. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. It will not dispose or, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. It will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. It will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. It will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. It will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et

- seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. It will comply, or has already compiled, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result for Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project regardless of Federal participation in purchases.
  12. It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  13. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
  14. It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  15. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality controls measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurances of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
  16. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems.
  17. It will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
  18. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
  19. It will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
  20. It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.