

**MADISON COUNTY, MISSISSIPPI SUBRECIPIENT AGREEMENT  
FOR USE OF ARPA FUNDS  
FOR CITY OF RIDGELAND WATER INFRASTRUCTURE PROJECT**

**THIS SUBRECIPIENT AGREEMENT** (the “Agreement”), entered into and effective as of                     , 2023 (the “Effective Date”), is by and between the Board of Supervisors of Madison County, Mississippi (the “County”) and the City of Ridgeland (“Ridgeland”).

In accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.332(a)(1), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the following notification is to designate the use of federal funds in this Subaward:

Subrecipient name (which must match the name associated with its unique entity identifier)	The City of Ridgeland
Subrecipient’s Unique Entity Identifier	P7XTS2JAMHC9
Federal Award Identification Number	
Federal Award Date	December 19, 2022
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$2,000,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$2,000,000.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$2,000,000.00
Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Improvements to Purple Creek Basin
Name of Federal Awarding Agency	U.S Treasury
Name of Pass-Through Entity	Madison County, Mississippi
Assistance Listings number and Title	21.027 Coronavirus State and Local Fiscal Recovery Funds
Identification of whether the award is R&D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect cost rate for the Federal award	<input type="checkbox"/> Federally approved indirect cost rate <input checked="" type="checkbox"/> 10% <input type="checkbox"/> None <input type="checkbox"/> Other (specify)

**Recitals**

**WHEREAS**, the American Rescue Plan Act, through the Coronavirus State and Local Fiscal Recovery Fund (“ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19; and

**WHEREAS**, Sections 602(b) and 603(b) of the Social Security Act, as amended by Section 9901 of ARPA, Pub. L. No. 117-2 (March 11, 2021), authorized the U.S. Department of Treasury (“Treasury”) to make payments to certain recipients under ARPA; and

**WHEREAS**, the County was allocated of \$20,642,090 to be received in two payments and, the County has deposited such monies in a separate fund (“Funds”); and

**WHEREAS**, Treasury has established a Final Rule, Overview, FAQ’s and related guidance, as amended from time to time, including the Uniform Grant Guidance as codified in 2 C.F.R Part 200 (altogether, the “Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

**WHEREAS** the Guidance states that recipients may use ARPA funds for a broad range of water and sewer projects; and

**WHEREAS**, in accordance with the Guidance and in the findings set forth by the County in its Minutes of the Board of Supervisors from its regular meeting of December 19, 2022 (the “Minutes”), the Governing Body desires to provide \$2,000,000 of its Funds to the City of Ridgeland for improvements to Purple Creek Basin as further described and identified in Attachment “A” (the “Project”); and

**WHEREAS**, the Project is provisionally determined to be eligible under ARPA and its Guidance.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree to the following:

**Obligations**

**Section 1. Eligibility.** (a) The Project is provisionally determined to be eligible under ARPA and its Guidance.

(b) The County has no obligation to provide funding to Ridgeland for the Project. The provision of funds to Ridgeland for the Project is at the sole discretion of the County.

**Section 2. Payment.** (a) As consideration for the performance of the Project and in accordance with its Minutes, the County hereby grants Ridgeland the sum of Two Million Dollars (\$2,000,000)

from its Funds to be used exclusively for the Project and shall transfer this amount to Ridgeland upon execution of this Agreement.

**Section 3. Recoupment.** The provision of funds under Section 2 to Ridgeland for the Project described herein is provisionally determined by the County to be eligible under ARPA and the Guidance. However, the County's provisional determination that such funding for the Project is eligible does not relieve Ridgeland of its duty to repay the County for any expenditures provided by the County from its Funds for the Project that are later determined by the County, the State or the Federal government to be ineligible. **Consequently, by accepting any funds from the County's Funds, as provided herein, Ridgeland is certifying that it will, upon request, return to the County the full amount of any expended funds found to be inconsistent with the provisions herein, ARPA or the Guidance.**

**Section 4. Period of Performance.** (a) The Period of Performance shall commence upon the execution of this agreement. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided the County determines such costs are allowable and eligible. Ridgeland agrees to complete the Project within this Period of Performance, unless otherwise specified in writing by the County. If, at any time during the Period of Performance of this Agreement, Ridgeland determines, based on the tasks performed to date, that the Project cannot be completed within the Period of Performance, Ridgeland shall so notify the County immediately in writing.

(b) Ridgeland shall take all reasonable measures to ensure that Funds are obligated by 11:59 p.m. on September 30, 2024 and expended by September 30, 2026, unless the United States Congress enacts an extension of the deadline for the availability of ARPA funds, in which case the Parties agree to extend this Agreement in accordance with the United States Congress. Ridgeland acknowledges and agrees that its failure to obligate Funds by 11:59 p.m. on September 30, 2024, may result in the County modifying the Funds awarded or terminating this Agreement.

**Section 5. Records.** For a period of five (5) years, Ridgeland shall generate, maintain and provide all records as required by applicable law, including those records required by the United States or by the County to satisfy the County's records, audit and reporting obligations imposed on it under ARPA as a result of the Project. At any time prior to the termination of this Agreement, the County may request any documentation related to the Project and Ridgeland shall, within three (3) business days, provide the same to the County.

**Section 6. Monitoring.** (a) Ridgeland shall monitor the work performed on the Project to confirm the work meets all necessary requirements at law and shall, upon request and in accordance with the subrecipient monitoring plan to be provided by the County, periodically provide a report to the County on the status of the Project. Likewise, the County shall monitor the disbursement of its Funds for the Project. Such monitoring procedures may include, but not be limited to, on-site visits by the County, or any of its authorized representatives, who shall enjoy the right of access to any documents, financial statements, papers, or other records of Ridgeland which are pertinent to the performance of Project, in order to make audits, examinations, excerpts, and transcripts to confirm compliance with ARPA and the Guidance. The right of access also includes timely and reasonable access to Ridgeland's personnel for the purpose of interview and discussion related to such

documents. For the purposes of this section, the term “Ridgeland” includes employees or agents, including all subcontractors or consultants related to the Project.

(b) Ridgeland shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by the County. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time in writing at the discretion of the County:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the County is required to submit to the U.S. Treasury or other governmental entity following the expiration or termination of this Agreement.

**Section 7. Contracts.** Ridgeland shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. The County shall not bear responsibility for any liability caused or incurred by any contractor in performing the Project. The County shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of Ridgeland’s contractors, and the Parties agree and acknowledge that, as between the County and Ridgeland, all Project tasks shall be deemed to be the responsibility of, and performed by, Ridgeland. No contractor or other recipient of funds from Ridgeland under this Agreement shall be deemed to be an agent, representative, employee or servant of the County in connection with this Agreement.

**Section 8. Applicable Law.** (a) The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law including, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

(b) Ridgeland shall be governed by all applicable State and Federal laws, rules and regulations, including but not limited to State and Federal laws regarding procurement requirements, record retention, and the Guidance. Any express reference herein to a particular statute, rule or regulation in no way implies that no other statute, rule or regulation applies.

(c) Both the County and Ridgeland are subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements (“UG”), as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. Ridgeland shall document its compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is Ridgeland’s responsibility

to comply with all UG requirements. Failure to do so may result in termination of the Agreement by Ridgeland.

**Section 9. Assignment.** Ridgeland shall not assign this Agreement, or any portion hereof or any funds provided under this Agreement, and shall not delegate any duties under this Agreement, without the prior written consent of the County.

**Section 10. Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by an authorized signatory of Ridgeland and the County.

**Section 11. Notices.** All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses as follows:

To Ridgeland:

City of Ridgeland  
Attn: Mayor Gene F. McGee  
100 West School Street  
Ridgeland, MS 39157

To County:

Madison County, Mississippi  
Attn: Chancery Clerk/County Administrator/Board President  
P.O. Box 404  
Canton, MS 39046

With a copy to:  
County Board Attorney  
Attn: Mike Espy  
mike@mikespy.com

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

**Section 12. Counterparts.** This Agreement may be executed in exact counterparts and when so executed by the parties hereto shall be effective in accordance with the terms hereof.

**Section 13. Termination.** The County reserves the right to immediately terminate this agreement in the event of a breach or default of the agreement by Ridgeland in the event Ridgeland, its employee, contractor or vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in a procurement solicitation, contract, and/or a purchase order associated with this project; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The County also reserves the right to terminate this agreement

immediately, with written notice to Ridgeland, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. Ridgeland will be allowed to compensate its employee, contractor or vendor for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. The funds for work not yet performed or goods not yet delivered as of the termination date must be returned to the County.

**Section 14. Miscellaneous.** Ridgeland agrees to abide by, and require its contractors, subcontractors, and subrecipients to abide by, the following:

- (a) Suspension and Debarment. Ridgeland certifies, by signing this Agreement, that neither it nor its officers are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department or agency. Ridgeland will not contract with any consultant for this Project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Environmental Compliance. Ridgeland agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (c) Procurement of Recovered Materials. Ridgeland, where applicable, shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (d) Equal Employment Opportunity. Ridgeland agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Ridgeland further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.
- (e) Ban on Foreign Telecommunications. MCES acknowledges that Funds shall not be used to purchase equipment, services or systems that uses, “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications” means: purchases from Huawei

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities. Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (f) Compliance with Copeland Anti-Kickback Act. Ridgeland and its contractors must comply with the Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act requires that each recipient or subrecipient be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (g) Compliance with the Contract Work Hours and Safety Standards Act. In any contract in excess of \$100,000 that involves the employment of mechanics or laborers, Ridgeland must require compliance with the Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). The Act requires the employer or contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (h) Certification for Payment. The contractor or vendor representative seeking payment from funds issued under this agreement must declare with each pay request:

I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- (i) Anti-Lobbying. No funds or other resources received by Ridgeland from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Mississippi Legislature, Congress or any state/federal agency.
- (j) In accordance with the ARPA award terms and conditions, Ridgeland agrees to comply with:
  - a. Title VI of the Civil Rights Act and Treasury's implementing regulations at 31 CFR 22;

- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familiar status or disability;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - d. The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq) and Treasury's implementing regulations at 31 CFR Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- (k) Further in accordance with ARPA award terms and conditions, Ridgeland agrees to:
- a. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Madison County by the U.S. Department of the Treasury."
  - b. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Ridgeland should adopt and encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
  - c. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 6, 2009), Ridgeland should adopt and encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Ridgeland should establish workplace safety policies to decrease accidents caused by distracted drivers.

**Section 15. Entire Agreement.** This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. Ridgeland acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

**Section 16. Authorized Parties.** The signatories below hereby certify that each is the necessary party on behalf of Ridgeland or the County that has been authorized with the requisite authority to enter into this binding Agreement.

[Signature page follows]



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

For the City of Ridgeland

For Madison County, Mississippi

By: \_\_\_\_\_

By: \_\_\_\_\_

Gene McGee, Mayor

Gerald Steen, President,

City of Ridgeland

Madison County Board of Supervisors

(SEAL)

(SEAL)

ATTEST:

ATTEST:

By:

By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chancery Clerk, Madison County Board of Supervisors

City of Ridgeland

**CERTIFICATION OF CONFLICT OF INTEREST POLICY**

Subrecipient must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) that is applicable to all activities funded with the ARPA subaward. Pursuant to this requirement, decisions concerning subaward funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. A recipient may not use control over ARPA funds for their own private gain. Furthermore, no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

The undersigned certifies that Subrecipient maintains the necessary and compliant conflict of interest policies and diligently implements and monitors the same.

Subrecipient

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Signature

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Printed Name

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Title

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Date of Execution

## **ATTACHMENT “A”**

### Description of Improvements

The scope of the Purple Creek Drainage Basin Improvement project includes the following: (1) Creating additional storage and restoration at the proposed Freedom Ridge Upper Pond area; (2) Rehabilitating and expanding storage volume at the existing retention facility at Freedom Ridge Park. (3) Improve the hydraulic capacity and streambank of the Purple Creek tributary channel between Freedom Ridge Park and Highway 51; and (4) Improve the hydraulic capacity and streambank of the Purple Creek Tributaries between Highway 51 and County Line Road. These work items are intended to achieve the following objectives: stream bank stabilization, water quality protection, and flood risk reduction.

Improvements to the Purple Creek Drainage Basin are critical for the City of Ridgeland. City officials have been working for years on solutions to resolve flooding issues at several businesses, homes, and streets along a tributary to Purple Creek. Additionally, erosion and non-point stormwater pollution have negatively impacted the Brashear Creek – Pearl River Watershed (031800020601) that encompasses Purple Creek. These issues have been further documented by the Madison County Watershed-Based Stormwater Management Plan and the Mississippi Department of Environmental Quality, which identified the Brashear Creek – Pearl River as a priority watershed. The City has identified two primary objectives that will reduce flooding, address non-point pollution, and adequately address stormwater management.

The first objective is to improve the hydraulic capacity of the Purple Creek basin, which will resolve major flooding along this corridor. The City of Ridgeland Public Works Department and Police Department are regularly required to close Ridgewood Road during heavy rain events. City officials recently witnessed a car drive around the barricades during a flood. The car floated off the street and became engulfed by the waters of the adjacent ditch; luckily, the driver survived. The proposed improvements to the Purple Creek tributary will prevent interruptions of Ridgewood Road traffic flow, a major arterial in Ridgeland, and loss of property at business along Highway 51, State Street, Ridgewood Road, and Wilson Drive. In addition, in-stream improvements are needed at various locations to manage stormwater and reduce erosion effectively. A portion of the parking lot of Freedom Ridge Park is in jeopardy of falling into the stream leading to the retention pond. Efforts to stabilize the stream in the area will reduce the loss of parking spaces, the associated safety risks of people falling into the channel, and the amount of sediment negatively impacting the stream's health.

The project's second objective is to add storage to the watershed by removing sediment from the Purple Creek retention pond at Freedom Ridge Park, which significantly improves the surface water quality downstream. This detention pond acts to control flooding and is an excellent source of groundwater recharge. There are thousands of parking spaces and miles of road upstream from this retention basin. These transportation facilities collect oils that make their way into our streams, and this pond's natural vegetated edges will promote absorbing oils and improve water quality. In addition, measures will be implemented to permit annual sediment removal from a settling basin, significantly reducing sediment buildup in the pond, creek, and Pearl River.

Draft as of 5/1/2023

It is important to reiterate that these proposed improvements will aid in reducing flooding not only in the immediate area of the project but also downstream. This project will positively impact the entire watershed, including Ridgeland, Madison County, Jackson, and Hinds County. Downstream areas along the Purple Creek Basin in Jackson have historical flooding issues reported to Ridgeland by Councilman Ashby Foote, homeowners, and other Jackson officials.

The City of Ridgeland will work to complete as much of the scope of work for the various deficiencies of this drainage basin as available funding will allow.