

**SUBAWARD AGREEMENT**  
BETWEEN  
**National Arbor Day Foundation**  
AND  
**Madison County, MS**

This is a Subaward agreement for a sub-grant under a federal assistance grant between the **National Arbor Day Foundation** d/b/a Arbor Day Foundation (hereinafter “Arbor Day Foundation”) and **Madison County, MS** (hereinafter “Sub-grantee” or Subrecipient).

This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Award Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-award Agreement.

The Sub-grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found. Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact the Arbor Day Foundation primary contact.

The following administrative provisions apply to this award:

**A. LEGAL AUTHORITY**

- A.1 The Arbor Day Foundation office located at 211 N. 12<sup>th</sup> Street, Lincoln, Nebraska, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.
- A.2 Sub-grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient, to pay the non-Federal share of project costs, when applicable.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on the effective date and terminating no later than the completion date of **September 30, 2028**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these Federal assistance grant funds is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.
- C.2 The originating grant period is from **December 18, 2023, to November 30, 2028**.
- C.3 The National Arbor Day Foundation’s Award Cooperative Agreement number is **24-CA-11132544-015**.

**D. AMOUNT OF SUB-GRANT AND PAYMENT**

- D.1 Arbor Day Foundation, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$300,000.00** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Arbor Day Foundation shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of bi-annual financial reports (see **“Reporting”, Section G**) in a format established by or pre-approved by the Arbor Day Foundation. Funds will be made available within 10 working days of receipt of the financial reports in accordance with the reporting provisions in **Section G**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 Arbor Day Foundation reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1,
  - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement, or
  - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 Arbor Day Foundation reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the Arbor Day Foundation.
- D.6 All payments to Sub-grantee will be made via ACH payment, to the account provided to the Arbor Day Foundation by the Sub-grantee. Sub-Grantee must provide a completed W-9 form prior to initial payment being made.

#### **Use of Award Funds**

- D.7 Award funds and any interest earned thereon shall not be used:
- To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
  - To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
  - To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
  - No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

#### **E. MATCHING OR COST SHARE REQUIREMENTS**

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

#### **F. SUB-GRANT MODIFICATIONS**

Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Arbor Day Foundation is not obligated to fund any changes not properly approved in advance.

#### **G. REPORTING**

## **Financial Reporting**

- G.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Arbor Day Foundation, Sub-grantee may be required to send the supporting documentation to support claims made on the Financial Report. The Arbor Day Foundation may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- G.2 Sub-grantee shall prepare financial reports on a bi-annual basis throughout the project period. These reports will be due each year, by May 30 and November 30. Failure to submit reports may result in future payment delays.
- G.3 Financial reports shall include at a minimum the following information:
- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
  - b. An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
  - c. Grant balance remaining as of reporting period;
- Supporting documentation.
- G.4 A final financial report under this Sub-grant must be provided to the Arbor Day Foundation no later than September 30, 2028.

## **Programmatic Reporting**

- G.5 Sub-grantee shall prepare written programmatic reports on a bi-annual basis throughout the project period. These reports will be due each year, by **May 30** and **November 30**. Failure to submit reports may result in future payment delays. To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G.6 Programmatic reports should include the following information:
- a. Major activities, program highlights, and accomplishments during this period.
  - b. Challenges faced and issues encountered, including any deviations or departures from the original project plan.
  - c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
  - d. Significant findings and events.
  - e. Planned activities for the following quarters.
  - f. Administrative and logistical changes or constraints.
- G.7 A final programmatic report under this Sub-grant must be provided to the Arbor Day Foundation no later than **September 30, 2028**.
- G.8 All required reports should be submitted to the Arbor Day Foundation, according to the dates indicated in this Agreement.
- G.9 The Arbor Day Foundation may, at its discretion, require other programmatic reports from Sub-grantee.

## **H. MANDATORY AWARD PROVISIONS**

The Award Provisions are attached in Appendix I.

## **I. MONITORING, EVALUATION AND SANCTIONS**

- I.1 As a condition of the receipt of this award, the Arbor Day Foundation may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- I.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the Arbor Day Foundation) may constitute non-compliance with this Agreement.
- I.3 As a part of its ongoing monitoring process, the Arbor Day Foundation will evaluate Sub-grantee progress and project goal attainment based on the bi-annual reports prepared by Sub-grantee and submitted to the Arbor Day Foundation, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- I.4 In addition, the Arbor Day Foundation reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Arbor Day Foundation will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Arbor Day Foundation staff member conducting the visit, and the areas or files to be reviewed.
- I.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the Arbor Day Foundation as a result of any and all monitoring activities.
- I.6 The Arbor Day Foundation reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- I.7 The Arbor Day Foundation reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with the Arbor Day Foundation monitoring requests.
- I.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the Arbor Day Foundation, Sub-grant suspension or termination measures may be initiated.
- I.9 In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine months of the entity's fiscal year end.

As a condition of this award, the sub-grantee will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. This certification will be done by completing a form via the Arbor Day Foundation's Grant Management System, Submittable. A copy of any required Single Audit reports will be forwarded to the Arbor Day Foundation no later than 9 months after the entity's fiscal year.

**J. SUB-AWARDS**

- J.1 Unless already approved, no funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant without prior written approval from the Arbor Day Foundation.
- J.2 Under the terms of this agreement with the Arbor Day Foundation, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the

Arbor Day Foundation at the address specified in **Section L.1.**

**K. LIMITATION**

The Arbor Day Foundation and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

**L. FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**M. AMENDMENT**

This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant documents, after formal consultations and agreement between the Parties.

**N. INSURANCE**

N.1 The Sub-grantee shall maintain all the following insurance coverage during the period of this grant:

a. General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

b. Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

c. Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State in which the Sub-Grantee is performing work under this grant award.

N.2 Sub-grantee must provide to the Arbor Day Foundation written Proof of Insurance within 30 days of the effective date of this Agreement and annually as requested.

N.3 If Sub-grantee is self-insured, the Sub-grantee must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

**O. ELECTION OF DE MINIMIS INDIRECT RATE.**

For the Administration of this grant, the Arbor Day Foundation has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). Each Sub-grantee will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate.

**P. GOVERNING LAW**

The federal or state courts located in the State of Nebraska shall have jurisdiction to hear any dispute under this Agreement.

**Q. NOTICE**

Q.1 The **Arbor Day Foundation** provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Names:	Kristi Hurley, Grants Administrator Amy Lester, Project Coordinator Lex Milburn, Project Coordinator
Organization:	Arbor Day Foundation
Address:	211 N. 12 <sup>th</sup> Street, Lincoln, Nebraska
Country:	United States
Email Addresses:	<a href="mailto:khurley@arborday.org">khurley@arborday.org</a>
	<a href="mailto:Alester@arborday.org">Alester@arborday.org</a>
	<a href="mailto:lmilburn@arborday.org">lmilburn@arborday.org</a>

Q.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Greg Higginbotham
Organization:	Madison County, MS
City, State and Zip:	Canton, MS
Country:	United States
Email Address:	greg@madison-co.com
UEI#:	GDB7JUWP3SB3

**R. REPRESENTATIONS AND WARRANTIES**

R.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

R.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

**Acknowledged and Accepted:**

By: \_\_\_\_\_  
Dan Lambe, CEO  
National Arbor Day Foundation

By: \_\_\_\_\_  
Greg Higginbotham, County Administrator  
Madison County, MS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS**

- I. Sub-grantee Project Work Plan
- II. Sub-grantee Approved Project Budget

**APPENDIX**

- I. Mandatory Standard Provisions

Attachment A – 2 CFR PART 170

Attachment B – Whistleblower Notice

Attachment C - AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

## ATTACHMENT I APPROVED PROJECT WORK PLAN

### Project Scope Alignment:

The proposed project is to purchase and plant trees for shade at a health center, walking trail, playground, and lake at Sulphur Springs Park in Northeast Madison County, a disadvantaged community, as defined by the Climate and Economic Justice Screening Tool (CJEST). The park is owned by the Madison County Board of Supervisors, a political subdivision of the State of Mississippi, and managed by the North Madison County Economic Development Council (NMCEDC), a 501 (c)(3) organization. The existing recreational infrastructure at the park was constructed with a combination of Urban Renewal bonds and support from the Madison County Nursing Home. The Madison County Nursing Home Board deemed the construction of the walking trail essential to the “health and wellbeing” of the residents of Madison County. Currently, the trail is without the benefit of shade. The project addresses goals in the Funding Opportunity, State Forest Action Plan, and Ten-Year Urban and Community Forestry Action Plan (2016-2026).

### A. Funding Opportunity Goals

The Funding Opportunity cites 12 examples of eligible uses for funding in Section C of the “Eligibility Information” Section of the Funding Opportunity. The acquisition and planting of trees at a health center, walking trail, lake, and playground in a disadvantaged community aligns with multiple goals noted in the aforementioned section of the Funding Opportunity.

The Funding Opportunity specifically mentions the grant may be used to “Protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits particularly in disadvantaged and nature-deprived communities experiencing low tree canopy cover, extreme heat and frequent flooding. **Improve and increase access to parks and nature in communities** (emphasis added).” The Sulphur Springs Park Urban Renewal Project proposes to plant trees for shade around a walking trail and health center in a state with a maximum summer temperature of 91.6°F in 2022, according to NOAA. To maximize the health, ecological, and economic benefits of Sulphur Springs Park, as specified by the Funding Opportunity, providing a respite from the extreme heat in Mississippi is essential. Further, by planting trees around the health center, the park can reduce energy consumption by reducing the dependence on air conditioning.

Because the community is disadvantaged and lacks adequate resources to install green infrastructure, as noted in the Funding Opportunity, federal assistance is necessary to acquire and plant trees in the underserved community. The project will be overseen through a public private partnership between the Madison County Board of Supervisors and the NMCEDC. By forging a public-private partnership, the project will encourage individuals in a disadvantaged community without sufficient resources to maintain green infrastructure to have a vested interest in urban forestry.

As cited in the Funding Opportunity, USDA is a partner to the Interagency MOU on Promoting Equitable Access to nature in Nature-Deprived Communities. Three of the items listed in the “Goals” section of the MOU are directly addressed by this project: Increase Access to Nature and Its Benefits; Improve Public Health and Safety; and Build Trust. As mentioned above, to maximize the community’s use of Sulphur Springs Park and thereby increase access to nature and improve public health, providing relief from oppressive heat is essential. The CJEST tool referenced throughout this application ranks the tract containing the park in the 93<sup>rd</sup> percentile for low-life expectancy, 94<sup>th</sup> percentile in unemployment, and 69<sup>th</sup> percentile in low-income residents. Providing avenues to address public health issues is essential, and this project allows a community-



owned option at no cost to the user. Furthermore, this project builds trust and supports community-led engagement promoting local parks. Having a local nonprofit involved in the project allows the community to have its own members with a voice in the decision making process and project oversight.

## **B. State Forestry Action Plan Goals**

The State of Mississippi's "Forest Action Plan 2020," published by the Mississippi Forestry Commission identifies 7 key issues of primary concern. Key Issue 4 is "Stewardship;" Key Issue 6 is "Climate Change;" and Key Issue 7 is "Wildlife." The Sulphur Springs Park project will address both of those issues. A tangible example of urban forestry owned and maintained by the Madison County Board of Supervisors will provide opportunities for education on the responsible use and protection of natural resources while helping minimize the harmful effects of wildfires, insects, diseases, etc. The "Forest Action Plan" notes funding reductions for education programs threatens the delivery of traditional education methods and programs. The proposed project allows for the delivery of these educational programs without any additional state funding. Madison County will immediately become a shining example of effective stewardship of urban forestry if the proposed project is approved.

Key Issue 6 of the "Forest Action Plan 2020" is "Climate Change," and shade produced by the trees proposed under this project creates cooler microclimates under the canopy and reduces the county's need for environmentally harmful fossil fuels. The cooler microclimates benefit both the residents and the wildlife in and around the lake, thereby addressing Key Issue 7 in the "Forestry Action Plan 2020," which is "Wildlife." Wildlife in the lake is managed by the Madison County Board of Supervisors pursuant to a fisheries plan assembled in conjunction with the Mississippi Department of Wildlife Fisheries and Parks.

## **C. Ten-Year Urban and Community Forestry Action Plan (2016-2026)**

The Ten-Year Urban and Community Forestry Action Plan has 7 goals. This project aligns with goals 2, 3, and 5. Goal 2 is to "Promote the Role of Urban and Community Forestry in Human Health and Wellness." As noted above, providing shade in Sulphur Springs Park will increase the utilization of the park thereby allowing urban forestry to play a significant role in increasing health and wellness in an area in dire need of options for improving health and wellness.

Goal 3 of the Plan is to "Cultivate Diversity, Equity, and Leadership within the Urban Forestry Community." The NMCEDC is predominantly minority and serves an area with a 73% African- American resident population and 99% African-American school population.

Goal 5 is "Improve Urban and Community Forest Management, Maintenance, and Stewardship." Like Key Issue 4 in the "Forest Action Plan 2020," having a tangible example of urban forestry is essential to improving stewardship and providing an example of stewardship both to the disadvantaged community served by the park and surrounding disadvantaged communities like Holmes and Choctaw counties.

## **2. Implementation Strategy/Methodology/Timeline:**

### A. Approach

To accomplish the goals outlined in Section 1, the project will follow applicable laws governing the purchase of commodities (trees) and have Madison County employees use equipment already owned by Madison County to plant the trees.

**B. Timeline:**

- Day 1-Grant Award Letter
- Day 90-Advertise for Bids for Purchasing Trees
- Day 150-Award Bid for Trees
- Day 210-Take Possession of Purchased Trees
- Day 365- Madison County Employees Complete Tree Planting

**C. Milestones**

Each of the events in the timeline constitutes a milestone in the completion of the project.

**D. Expected Accomplishments**

Madison County expects to plant approximately \$250,000 worth of Live Oak, White Oak, and Cherrybark Oak trees in Sulphur Springs Park. A specific number of trees is impossible to ascertain until bids are received, given the variable pricing of trees.

**E. Measurable Outcomes**

1. Number of trees planted and surviving at 1 year, 2 years, 3 years, 4 years, and 5 years after completion.
2. Increase the number of residents using the health center and walking trail by using a log to record the number of park users.

**F. Evaluation Methods**

1. Survey of the health of the planted trees at annual intervals following the completion of the project.
2. Comparison of the record of park users before and after completion of the project.

**3. Capability and Capacity:**

The Madison County Board of Supervisors will rely on 3 key personnel in delivering the project: Greg Higginbotham, JD, CPA-County Administrator; Na'Son White, CPA-Comptroller; and Drew Ridinger-Director of Buildings and Grounds. Greg Higginbotham has overseen approximately \$500,000,000 of federal grant dollars in his career without any funds being clawed back or voluntarily returned to the grantor agency. Na'Son. White has overseen countless grants from both the Mississippi Department of Education and the United States Department of Education while complying with reporting requirements. Mr. Ridinger has overseen projects funded by the Federal Aviation Administration, NOAA, and other federal agencies and complied with all reporting requirements.

**4. Communications Plan:**

All communications on both social and traditional media discussing the project will mention the project is funded by a USDA Forest Service Urban & Community Forestry Inflation Reduction Act Grant. The county will also post signs near trees purchased with grant funds containing the same notice.

**5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):**

All work will be performed in a disadvantaged community as determined by CJEST. As noted above, the tract in question is in the 93<sup>rd</sup> percentile for low-life expectancy, 94<sup>th</sup> percentile in unemployment, and 69<sup>th</sup> percentile in low-income residents. Further, the Sulphur Springs Park is subject to an Urban Renewal Plan in accordance with Section 43-35-1 et seq. of the Mississippi Code 1972 Annotated. While a state designation is not in any way controlling or binding in this context, the designation is helpful. The statutory definition of an "Urban Renewal Area" like Sulphur Springs Park is "a slum area or a blighted area or a combination thereof." A "slum area" is an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

A "blighted area" is an area which by reason of the presence of a substantial number of slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

Regardless of whether Sulphur Springs Park is a "slum area" or a "blighted area," the area clearly is in need of revitalization and this project aims to both revitalize and reduce the detrimental impacts on public health, safety and welfare.

**The approved tract number for the project location is: 28089031000**

**ATTACHMENT II  
APPROVED PROJECT BUDGET**

**BUDGET AND BUDGET NARRATIVE**

**Personnel**

2 employees will be hired to plant the trees at a rate of \$15 per hour for 155 days at a total of \$37,200.

**Fringe Benefits**

\$37,200 in wages X 7.65% in taxes plus 17.4% employer retirement contribution mandated by state law for a total of \$9,318.60.

**Supplies**

Trees (live oak, cherrybark oak, white oak) at a total \$248,481.40. The total number of trees will vary with the cost at time of purchase.

Signs: \$5,000 for signs notifying the public that the planting of trees was made possible by funds from USDA.

**BUDGET TABLE**

	Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
		Cash	In-Kind		
Personnel		\$37,200.00		\$37,200.00	Madison County
				\$0.00	
				\$0.00	
				\$0.00	
Fringe Benefits		\$9,318.60		\$9,318.60	Madison County
				\$0.00	
				\$0.00	
				\$0.00	
Travel				\$0.00	
				\$0.00	
				\$0.00	
Equipment				\$0.00	
				\$0.00	
				\$0.00	
Supplies	\$150,000.00	\$103,481.40		\$253,481.40	Madison County
				\$0.00	
				\$0.00	
				\$0.00	
Contractual				\$0.00	
				\$0.00	
				\$0.00	
Other (sub-grants only)				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
<b>Total Direct Costs:</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>		<b>\$300,000.00</b>	Madison County
Indirect Cost:				\$0.00	
<b>Total Project Cost:</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>		<b>\$300,000.00</b>	

## APPENDIX I

### AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Sub-grantee may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- A. FOREST SERVICE AND ARBOR DAY FOUNDATION LIABILITY TO THE SUB-GRANTEE. Neither the United States nor the Arbor Day Foundation shall be liable to Sub-grantee for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Sub-grantee or any third party.
- B. NOTICES. Any notice given by the Arbor Day Foundation or Sub-grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- (1) To the Arbor Day Foundation primary point of contact, at the address specified in the award agreement.
  - (2) To Sub-grantee, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the

- C. FINANCIAL STATUS REPORTING.
- (1) Sub-grantee must adhere to the Financial Reporting obligations set forth in the Award Agreement.
  - (2) Sub-grantees is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through .333.
  - (3) All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment A for full text.
  - (4) Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the Arbor Day Foundation and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the Arbor Day Foundation to dispose of the records.
  - (5) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
  - (6) The Arbor Day Foundation reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
  - (7) The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.
- D. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in

award and submit Programmatic Reporting as set forth in the Award Agreement.

- E. NOTIFICATION. Sub-grantee shall immediately notify the Arbor Day Foundation of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- F. CHANGES IN KEY PERSONNEL. Sub-grantee must notify the Arbor Day Foundation of any revision to key personnel identified in this award. Such notification must be in writing.
- G. USE OF FOREST SERVICE OR ARBOR DAY FOUNDATION INSIGNIA. In order for Sub-grantee to use the Forest Service or Arbor Day Foundation insignia in any published media, such as a web page, printed publication, or audiovisual production, permission for such publication must be granted by the Forest Service's Office of Communications (Washington Office) and the Arbor Day Foundation.
- I. USE OF SUBGRANTEE INSIGNIA. Sub-grantee hereby authorizes the Arbor Day Foundation to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Sub-grantee which shall not be unreasonably withheld.
- J. U.S FOREST SERVICE AND ARBOR DAY FOUNDATION ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Public announcements of the Award may be made by the Sub-grantee, Arbor Day Foundation, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Sub-grantee must acknowledge the Forest Service and Arbor Day Foundation support. All public announcements must be submitted to the Arbor Day Foundation for approval at least two (2) weeks prior to publication.
- K. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866)*

632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- L. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose. The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- M. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- N. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- O. DEBARMENT AND SUSPENSION. Sub-grantee shall immediately inform the Arbor Day Foundation if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-grantee or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Arbor Day Foundation without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR

Part 180 Subpart C in regard to review of sub-recipients or contracts for debarment and suspension.

(I) All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. Sub-grantee and its employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or subawards under the award.

b. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
  - i. Associated with performance under this award; or
  - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

2. Provision applicable to a Recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
  - (1) Associated with performance under this award; or
  - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

3. Provisions applicable to any Sub-grantee.

a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (2) Is in addition to all other remedies for noncompliance that are available to us under this award.



4. Definitions. For purposes of this award term:
  - a. "Employee means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. "Private entity"
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
1. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
2. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
3. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. ELIGIBLE WORKERS. Sub-grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Sub-grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have

been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  1. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  2. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- V. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including Sub-Grantees) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (1) Enter into a contract (or extend or renew a contract) to procure; or
- (2) Obtain the equipment, services or systems.

- W. PATRIOT ACT. Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

**ATTACHMENT A: 2 CFR PART 170****I. Reporting Subawards and Executive Compensation****a. *Reporting of first-tier subawards.***

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. *Reporting total compensation of recipient executives for non-Federal entities.***

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. *Reporting of Total Compensation of Subrecipient Executives.******Applicability and what to report.***

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

  - i. Subawards, and
  - i. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
  1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and,
    - iv. A domestic or foreign for-profit organization
  3. *Executive* means officers, managing partners, or any other employees in management positions.
  4. *Subaward:*
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  5. *Subrecipient* means a non-Federal entity or Federal agency that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

**ATTACHMENT B: WHISTLEBLOWER NOTICE**

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).

**ATTACHMENT C: AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
Lower Tier Covered Transactions  
(See Next Page for Form)**

AD-1048

OMB No. 0505-0027  
Expiration Date: 09/30/2025

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Madison County, MS	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Greg Higginbotham, County Administrator	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.