

Subrecipient: Madison County
Subaward Title: City of Madison ARPA Improvements
Subaward Number: _____

**AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUND
FEDERAL SUBAWARD AGREEMENT
BETWEEN MADISON COUNTY, MISSISSIPPI, AND
THE CITY OF MADISON, MISSISSIPPI**

This **SUBRECIPIENT AGREEMENT** (the Agreement or Subaward), entered into and effective as of _____) 2024 (the “Effective Date”), is by and between the Board of Supervisors of Madison County, Mississippi (the “County”) and the City of Madison (the “Subrecipient”).

RECITALS

WHEREAS, Madison County was allocated \$20,642,090.00 in two payments from the American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), and the County has deposited such monies in a separate fund (“Funds”); and

WHEREAS, The County desires that the Subrecipient undertake eligible uses of the ARP SLFRF by expending Subaward funds from the County under the terms and conditions of this Agreement and in compliance with the ARP SLFRF and applicable federal and state law; and

WHEREAS, Treasury has established a Final Rule, Overview FAQ’s and related guidance, as amended, including the Uniform Grant Guidance as codified in 2 C.F.R. Part 200, 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 projects, including projects related to water, sewer, recreation and infrastructure improvement; 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 May 20, 2024 (the “Minutes”, the County approved the provision of \$1,045,590.00 of its Funds to the City of Madison for recreational park, road, and utility infrastructure improvements, within the City of Madison; 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:

SECTION 1: FEDERAL AWARD IDENTIFICATION

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

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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 Madison, Mississippi
Subrecipient's Unique Entity Identifier	
Federal Award Identification Number	
Federal Award Date	May 20, 2024
Subaward Period of Performance Start and End Date	June 2024 – (the end date)
Subaward Budget Period Start and End Date	May 20, 2024 – (the end date)
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$1,045,590.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$1,045,590.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$1,045,590.00
Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	This subaward will provide funds for recreational park, road and utility infrastructure improvement projects within the City of Madison
Name of Federal Awarding Agency	U.S Treasury
Name of Pass-Through Entity	Madison County, Mississippi
Contact information for awarding official of the Pass-through entity	Greg Higginbotham Madison County Administrator Madison County Board of Supervisors 146 Center St. Canton, MS 39046 (601) 342-9273 greg.higginbotham@madison-co.com
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 type="checkbox"/> 10% <input type="checkbox"/> None

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	_ Other (specify)
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SECTION 2: SCOPE OF OBLIGATIONS

- 2.1 The subaward is intended to fund SLFRF-eligible uses in accordance with eligible uses provided in the SLFRF Final Rule, to-wit: (a.) Recreational Park Infrastructure- To repair buildings and recreational structures at Liberty Park in the City of Madison; (b.) Infrastructure Improvements-Watershed improvements at Hearn Creek in City of Madison; (c.) Road Improvements- Improve Kingsbridge Road in City of Madison; (d.) Utility Improvements- Repair Water Pump servicing the local community in City of Madison. Subrecipient will use the subaward solely for funding to facilitate infrastructure improvements to municipal roads, creeks and watersheds, and utility repair.
- 2.2 The County has no obligation to provide funding to City of Madison for the Project. The provision of ARPA funds to the City of Madison for the Project is at the sole discretion of the County.
- 2.3 As consideration for the performance of the Project and in accordance with its Minutes the County grants the City of Madison the sum of One Million Forty-Five Thousand Five Hundred Ninety Dollars (\$1,045,590.00) from its Funds to be used exclusively for the Project and shall transfer this amount to the City of Madison upon execution of this Agreement.
- 2.4 The provision of Funds under Article 2 of this Agreement to City of Madison for the specific Projects described herein at Exhibit “A” is provisionally determined by the County to be eligible under ARPA and its Guidance. However, the County’s provisional determination that such funding for the Project is eligible does not relieve the City of Madison 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, City of Madison is certifying that it will, upon request by the County, return to the County the full amount of any expended funds found to be inconsistent with the provisions herein, ARPA, ARP (SLFRF) or the Guidance.**
- 2.5 The Period of Performance (a) The Period of Performance shall commence upon the execution of this agreement. The City of Madison 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, City of Madison determines, based on the tasks performed to date, that the Project cannot be completed within the Period of Performance, City of Madison shall so notify the County immediately, in writing.

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- 2.6 The City of Madison must take all reasonable measures to ensure that Funds are obligated by 11:59 p.m. on _____ 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 herein agree to extend this Agreement in accordance with the dictates of the United States Congress. City of Madison acknowledges and agrees that its failure to obligate Funds by 11:59 p.m. on _____ 2024, may result in the County modifying the Funds awarded or terminating this Agreement. The City of Madison acknowledges that the provisions of this Agreement and of Section 3.6, herein, applies to each Project item as described in Exhibit “A” to be undertaken by Subrecipient through this subaward.
- 2.7 For a period of five (5) years, City of Madison 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 the City of Madison shall, within three (3) business days, provide same to County.
- 2.8 City of Madison 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 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 City of Madison which are pertinent to the performance of the 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 City of Madison’s personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term “City of Madison” includes employees or agents, including all subcontractors or consultants related to the Project.
- 2.9 City of Madison shall provide required “progress reports” during the Period of Performance of this Agreement in a format prescribed by County. These reports shall be submitted in writing 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

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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.

- 2.10 City of Madison shall be responsible for the 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 this Project. The County shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of the contractors for the City of Madison. All Project tasks shall be deemed to be the responsibility of, and performed by, the City of Madison. No contractor or other recipient of funds from the City of Madison under this Agreement, shall be deemed to be an agent, representative, employee or servant of the County in connection with this Agreement.
- 2.11 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 law provisions, and any litigation with respect thereto shall be brought in the federal courts, or in a State court, with appropriate jurisdiction.
- 2.12 City of Madison shall be governed by all applicable State and Federal laws, rules and regulations, including but not limited to the 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 regulations applies.
- 2.13 Both the County and City of Madison are subject to the 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. City of Madison 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 City of Madison's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement between County and City of Madison.
- 2.14 City of Madison 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 consent of County.

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- 2.15 Any amendments to this Agreement will be effective only if in writing and signed by an authorized signatory of City of Madison and County.
- 2.16 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 below:

To City of Madison:

City of Madison
Attn: Mayor Mary Hawkins-Butler
1004 Madison Avenue
Madison, MS 39110

To County:

Madison County
Attn: Chancery Clerk/County Administrator/Board President
146 Center St.
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 upon actual receipt.

SECTION 3: TERMINATION

- 3.1. The County reserves the right to immediately terminate this agreement in the event of a breach or default of the agreement by City of Madison in the event City, its employees, contractor or vendors fail to: (a.) 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; (b.) make any payments owed; or (c.) otherwise perform in accordance with the contract and/or the procurement solicitation. The County also reserves the right to

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terminate this agreement immediately, with written notice to City of Madison, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. City of Madison will be allowed to compensate its employees, contractors or vendors. 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 4. FEDERAL COMPLIANCE PROVISIONS

- 4.1. Suspension and Debarment: City of Madison 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. City of Madison will not contract with any consultant for this Project if it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 4.2. Environmental Compliance: City of Madison 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 (U.S.C. 1251-1387.) Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA.)
- 4.3. Procurement of Recovered Materials: City of Madison, 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 at 40 CFR Part 247, that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00, or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.00; 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.
- 4.4. Equal Employment Opportunity: City of Madison agrees to comply with the Equal Opportunity Act clauses 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 CFR 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." City of Madison further agrees to include this

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provision, including the Equal Opportunity Act (Clause), or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

- 4.5. Ban on Foreign Telecommunications: City of Madison acknowledges that Funds shall not be used to purchase equipment, services or systems that use “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.)
- 4.6. Compliance with Copeland Anti-Kickback Act: City of Madison and its contractors must comply with the Act (40 U.S.C. 3145) as supplemented by the 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/she is otherwise entitled.
- 4.7. Compliance with the Contract Work Hours and Safety Standards Act: In any contract in excess of \$100,000.00 that involves the employment of mechanics or laborers, City of Madison agrees to require compliance with the Act (40 USC 3702, 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 in excess of 40 hours in the work week. The requirements of 40 USC 3704 apply to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. There 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.
- 4.8. Certification for Payment: The contractor or vendor 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 that 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 s subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise, as per U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.)

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- 4.9. Anti-Lobbying. No funds or other resources received by City of Madison 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 or federal agency.
- 4.10. Miscellaneous ARPA Compliance Requirements: In accordance with ARPA award and subaward terms and conditions, City of Madison agrees to comply with the following mandatory federal regulations:
- (a.) Title VI of the Civil Rights Act and Treasury Department’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 1973, 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;
 - (e.) Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 1210 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.
 - (f.) For publications produced with Funds from this award City of Madison must display the following language: “This project is being 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.”
 - (g.) Pursuant to Executive Order 13043, 62FR 19217 (Apr. 18, 1997) City of Madison should adopt and enforce on-the-job seat belt policies and programs for their employees, subrecipients, and contractors to adopt and enforce policies that ban text. messaging while driving, and City of Madison should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 5. ENTIRE AGREEMENT

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5.1 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. City of Madison acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice of counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

SECTION 6: AUTHORIZED PARTIES

6.1 The signatories below hereby certify that each is the necessary party on behalf of City of Madison and of Madison County and has the requisite authority to enter into this Agreement.

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

For the City of Madison

For Madison County

By: _____
Mary Hawkins-Butler, Mayor

By: _____
Gerald Steen, President
Board of Supervisors

ATTEST:

ATTEST:

By: _____
Clerk, City of Madison

By: _____
Chancery Clerk, Madison County

EXHIBIT "A"

DESCRIPTION OF IMPROVEMENTS

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CERTIFICATION OF CONFLICT OF INTEREST

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 ARP SLFRF 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 ARP SLFRF 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.

No employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract supported by the subaward 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

Signature

Name and Title of Official

_____ dated _____.

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