

COASTAL MISSISSIPPI SPECIAL-CALL MEETING
August 19, 2020
OFFICIAL MINUTES

The Coastal Mississippi Board met Wednesday, August 19, 2020 at 12:30p.m. at their office located at 2350 Beach Blvd Suite A, Biloxi, MS 39531.

Commissioners Present: Mary Cracchiolo Spain, Vice-President; Rob Stinson, Secretary; Bill Holmes; Danny Hansen; Kim Fritz; Rich Westfall; Richard Marsh; Rusty David

Commissioners via phone: Mark Henderson, Vice President; Carla Todd, Treasurer; Nikki Moon, Past-President; Brooke Shoultz; Clay Wagner; Jim Williams; Shirley Dane

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant; Pam Tomasovsky, Director of Finance and Zach Holifield, Director of Leisure Business Development

Others Present: Hugh Keating, Legal Counsel; Advisory Member Cami Cornfoot, Hancock County; Linda Hornsby, MS Hotel and Lodging Association (via phone) and Grace Boyles, WXXV (via phone)
President Cracchiolo Spain called the meeting to Order.

1. Commissioner Holmes made the motion to accept the agenda as presented. Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted August 19, 2020.

2. Commissioner Hansen made the motion to attach the Special-Call Meeting notice to the Special-Call Meeting minutes (attached). Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted August 19, 2020.

3. Commissioner Wagner made the motion to adopt the following resolution: RESOLUTION AUTHORIZING MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI TO ENTER INTO A GRANT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION (MSDFA) FOR THE PURPOSE OF RECEIVING CORONAVIRUS RELIEF FUNDS (CRF) FOR USE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH AGREEMENT AND TO AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF COASTAL MISSISSIPPI, a copy of which is attached hereto as Exhibit A. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted August 19, 2020.

4. Commissioner Holmes made the motion to adjourn the meeting. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner Stinson	Voted ---- Yes
Commissioner Fritz	Voted ---- Yes	Commissioner Shoultz	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Todd	Voted ---- Yes
Commissioner Henderson	Voted ---- Yes	Commissioner Wagner	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Westfall	Voted ---- Yes
Commissioner Marsh	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted August 19, 2020.

(Attachments and Exhibits on following pages)

From: [Cindy Calvit](#)
Cc: [Mary Cracchiolo Spain](#); [Milton Segarra](#); [Hugh Keating- Legal](#)
Bcc: [Beverly Martin](#) (bmartin@co.harrison.ms.us); [Brian Fulton](#) (Brian_Fulton@co.jackson.ms.us); [Celena Ladner-Supervisor](#) (celadner@co.harrison.ms.us); [Darrin "Bo" Ladner](#); [Greg Shaw](#); [Honorable Barry Cumbest](#); [Honorable Connie Rocko](#); [Honorable Ken Taylor](#); [Honorable Kent Jones](#); [Honorable Marlin Ladner](#); [Honorable Melton Harris, Jr.](#); [Honorable Randy Rosarge](#); [Honorable Troy Ross](#); [John McAdams](#); [Kodie Koenen](#) (District 3 Hancock County); [Nicole Grundel](#) (Nicole_Grundel@co.jackson.ms.us); [Pam Ulrich- Harrison County BOS Assistant](#); [Peyton Readman](#) (preadman@co.harrison.ms.us); [Rebecca Powers](#); [Scotty Adam](#); [Theresa Ryan](#) (District 1- Hancock); [Traci Dauro](#); [Adele Lyons](#); [Anna Roy](#); [Bernie Donlin](#); [Beverly Dees](#); [Brandon Atwell](#); [Brandy Moore](#); [Charlie Munn](#); [Charlotte Miller](#) (Charlotte.Miller2@Hilton.com); [Charlotte Miller](#) (samtu@aol.com); [Chef Danie Rodrigues](#); [David Hilbert](#); [DeeDee May](#); dkrmetti@fyqpt.com ([Clay Williams](#)); [Emily Maung Douglas](#); [Erroll Hotard](#); [Frank Genzer](#); [Honorable Sonya Williams-Barnes- Representative District 119](#); [Ja'Nell Blum](#); [Jeanie White](#); [Jennifer Lee](#); [John Boyle](#); [John McFarland](#); [Kathy Santiago](#); [Ken Cole](#); [Kennedy Smith](#); [Linda Hornsby](#); [Mandy Wallis- AGM/Sales](#) (hilodiam@trmanagementcorp.com); [Marcia Crawford](#); [Myrna Green](#); [Myrna Green](#) (myrnagreen@wldblue.net); [Norm Amort](#); [Vincent Creed](#)
Subject: Coastal Mississippi Special-Call Meeting
Date: Tuesday, August 18, 2020 9:44:00 AM

The *Coastal Mississippi* Board will hold a Special-Call Meeting for the purpose of authorizing the application and acceptance for the Coronavirus Relief Fund grant and the related terms and conditions of the grant agreement with the Mississippi State Department of Finance and Administration.

Wednesday, August 19, 2020

12:30pm – 1:30pm

Coastal Mississippi is still practicing social distancing; therefore, we are still asking that the public join via Video Conferencing or Conference Call using the link and/or number below. As a reminder please mute your phone and/or audio so there is no feedback.

<https://global.gotomeeting.com/join/607129277>

You can also dial in using your phone.

United States: [+1\(571\) 317-3122](tel:+15713173122)

Access Code: 607-129-277

Thank you and have a nice day!



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RESOLUTION AUTHORIZING MISSISSIPPI GULF COAST REGIONAL
CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI
TO ENTER INTO A GRANT AGREEMENT WITH THE MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION (MSDFA) FOR THE
PURPOSE OF RECEIVING CORONAVIRUS RELIEF FUNDS (CRF) FOR USE IN
ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH AGREEMENT
AND TO AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE
GRANT AGREEMENT ON BEHALF OF COASTAL MISSISSIPPI

WHEREAS, the MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI was created pursuant to H.B. 1716, Local and Private Laws of 2013, for the purpose of bringing into favorable notice and to unify and improve the promotion, advertising and marketing of the attractions, events, conventions and tourism related opportunities and resources on the Mississippi Gulf Coast in Hancock, Harrison and Jackson Counties: and,

WHEREAS, the promotion, advertising and marketing of and by COASTAL MISSISSIPPI produces significant economic impacts for the tourism industry and enhances the quality of life for the COASTAL MISSISSIPPI area, as well as the entire State of Mississippi; and,

WHEREAS, the Mississippi Department of Finance and Administration (MSDFA) is administering the grant fund known as the Coronavirus Relief Fund (CRF) which is authorized and provided through the Coronavirus Aid, Relief and Economic Security Act (CARES ACT) and intended to provide a wide-range of financial assistance to public entities, communities and regions to support responses to and recovery from the devastating impacts of the coronavirus pandemic; and,

WHEREAS, COASTAL MISSISSIPPI has prepared and approved plans to advertise, market and promote tourism travel to COASTAL MISSISSIPPI to expedite recovery from the economic damages caused by the coronavirus pandemic, which plans will be funded through the use of the CRF grant funds awarded to COASTAL MISSISSIPPI in accordance with the terms and conditions of a grant agreement with MSDFA; and,

WHEREAS, COASTAL MISSISSIPPI desires to prepare and submit its application for funds available through the CRF grant program in the amount of \$ 3,430,061.00 and to accept, expend and account for such funds in accordance with the terms and conditions of the grant agreement by and between COASTAL MISSISSIPPI and MSDFA.

NOW, THEREFORE, upon motion duly made by Commissioner Holmes and seconded by Commissioner David, MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU d/b/a COASTAL MISSISSIPPI does hereby resolve, authorize and adopt the following resolution:

Exhibit A

RESOLVED that COASTAL MISSISSIPPI hereby adopts the facts, matters and things set forth in the recitals above and the resolutions herein.

RESOLVED that COASTAL MISSISSIPPI hereby ratifies and approves all efforts undertaken by representatives, employees and commissioners on behalf of COASTAL MISSISSIPPI to qualify for eligibility for grant funds available through the Coronavirus Relief Fund.

RESOLVED that COASTAL MISSISSIPPI is hereby authorized to apply for and to accept the grant funds available through the CRF grant program in the amount of \$ 3,430,061.00.

RESOLVED that COASTAL MISSISSIPPI hereby agrees to and accepts the terms and conditions set forth in that certain grant agreement to be administered by MSDFA and attached hereto as Exhibit "A" and incorporated herein by reference.

RESOLVED that the Chief Executive Office for COASTAL MISSISSIPPI is hereby authorized and directed to execute any and all documents required by MSDFA to satisfy eligibility for acceptance and receipt of CRF grant funds, including, but not limited to, that certain grant agreement attached hereto as Exhibit "A",

RESOLVED, this the 19 day of August, 2020, upon a majority vote of the Commissioners, as follows, to wit:

COMMISSIONER NAME	VOTE: (X)	Yes	No
<u>Carla Todd</u>		X	
<u>Clay Wagner</u>		X	
<u>Daniel T. Hansen, Sr.</u>		X	
<u>Jim Williams</u>		X	
<u>Kaylyn Brooke Shultz</u>		X	
<u>Kimberly Fritz</u>		X	
<u>Linda N. Moon</u>		X	
<u>Mark Henderson</u>		X	
<u>Mary Cracchiolo Spain</u>		X	
<u>Richard Marsh</u>		X	
<u>Richard Westfall</u>		X	
<u>Robert Stinson</u>		X	
<u>Russell David</u>		X	
<u>Shirley Dane</u>		X	
<u>William F. Holmes</u>		X	

IN WITNESS WHEREOF, this RESOLUTION was duly adopted, on the 19 day of August, 2020.


MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU
d/b/a COASTAL MISSISSIPPI

BY: Mary Cracchiolo Spain
Mary Cracchiolo Spain

ATTEST: Robert Stinson
Robert Stinson

TITLE: President

TITLE: Secretary



CORONAVIRUS RELIEF FUND (CRF) GRANT AGREEMENT AND TERMS AND CONDITIONS

August 6, 2020

Exhibit A

Page 1 | 20

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

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

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

Table of Contents

About This Document	2
1 Grant Agreement Requirements and Conditions	5
1.1 Applicability of Grant Agreement and Provisions	5
1.2 Legal Authority to Apply	5
1.3 Grant Acceptance.....	5
1.4 Project Period.....	5
1.5 General Responsibility	5
1.6 Amendments and Changes to the Grant Agreement.....	6
1.7 Public Records.....	7
1.8 Remedies for Non-Compliance	7
1.9 False Statements by Grantee	8
1.10 Conflict of Interest Safeguards.....	8
1.11 Fraud, Waste, and Abuse	8
1.12 Termination of the Agreement	9
1.13 Indemnification	9
1.14 Applicable Law	10
1.15 Liability for Taxes	10
1.16 System for Award Management (SAM) Requirements.....	10
1.17 No Obligation by Federal Government	10
1.18 Notice.....	11
1.19 Force Majeure.....	11
1.20 Severability.....	11
1.21 E-Verify.....	11
1.22 Compliance with Federal Law, Regulations, and Executive Orders	11
1.23 Clean Air Act.....	11
1.24 Federal Water Pollution Control Act.....	12
1.25 Suspension and Debarment.....	12
1.26 Terminated Contracts	12
2 Property and Procurement Requirements	12
2.1 Property Management and Inventory	12
2.2 Procurement Practices and Policies	13
2.3 Contract Provisions Under Federal Awards	13
3 Audit and Records Requirements	13
3.1 Cooperation with Monitoring, Audits, and Records Requirements.....	13
3.2 Single Audit Requirements.....	13
3.3 Requirement to Address Audit Findings	14
3.4 Records Retention	14
4 Prohibited and Regulated Activities and Expenditures	14
4.1 Prohibited Costs.....	14
4.2 Political Activities	15

5	Financial Requirements	16
5.1	Payments and Required Documentation.....	16
5.2	Financial Reporting	16
5.3	Reimbursements	16
5.4	Refunds and Deductions	16
5.5	Recapture of Funds	16
5.6	Liquidation Period	16
5.7	Project Close Out	17
	EXHIBIT A - CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION	18
	EXHIBIT B - CERTIFICATION REGARDING LOBBYING.....	19

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

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

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

1.2 *Legal Authority to Apply*

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

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Mississippi Department of Finance and Administration (MSDFA).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. MSDFA will not be obligated to reimburse expenses incurred after the performance period. For a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment funds need not be made during that period (though it is expected to take place within 90 days of a cost being incurred).

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following links:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The grantee agrees to comply with the provisions stipulated by Mississippi House Bills 1790 and 1791. The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit A, which is attached hereto and incorporated for all purposes.

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

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

1.6 Amendments and Changes to the Grant Agreement

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

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

1.7 Public Records

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

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

1.8 Remedies for Non-Compliance

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

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

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

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

1.9 False Statements by Grantee

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

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then MSDFA may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to MSDFA under this grant agreement and applicable law. False statements or claims made in connection with MSDFA grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

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

1.11 Fraud, Waste, and Abuse

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

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

1.12 Termination of the Agreement

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

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

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by MSDFA, grantee shall continue to be obligated to MSDFA for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, MSDFA's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by MSDFA in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination expiration.

1.13 Indemnification

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

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

1.14 Applicable Law

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

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

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

1.15 Liability for Taxes

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

1.16 System for Award Management (SAM) Requirements

- a. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- b. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- c. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Mississippi statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.17 No Obligation by Federal Government

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

1.18 Notice

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

1.19 Force Majeure

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

1.20 Severability

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

1.21 E-Verify

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

1.22 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.23 Clean Air Act

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

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

1.24 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to MSDFA and understands and agrees that MSDFA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.25 Suspension and Debarment

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

1.26 Terminated Contracts

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

2 Property and Procurement Requirements

2.1 Property Management and Inventory

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

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

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

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

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to MSDFA at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Procurement Practices and Policies

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

2.3 Contract Provisions Under Federal Awards

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

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), MSDFA, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, MSDFA, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

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

3.3 Requirement to Address Audit Findings

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

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

3.4 Records Retention

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

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- a. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- b. Damages covered by insurance.
- c. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

- d. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- e. Reimbursement to donors for donated items or services.
- f. Workforce bonuses other than hazard pay or overtime.
- g. Severance pay.
- h. Legal settlements.

4.2 *Political Activities*

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

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

5 Financial Requirements

5.1 *Payments and Required Documentation*

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

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

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

5.2 *Financial Reporting*

Financial reports must be submitted to MSDFA on a monthly basis via GMS but can be submitted more often as necessary to draw down funds.

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

5.3 *Reimbursements*

MSDFA will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. MSDFA is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.4 *Refunds and Deductions*

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

5.5 *Recapture of Funds*

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

5.6 *Liquidation Period*

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to MSDFA.

5.7 Project Close Out

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

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

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

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Milton Segarra, am the CEO of Coastal Mississippi
("Grantee"), and I certify that:

1. I have the authority on behalf of the Grantee to request grant payments from the State of Mississippi ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the Grantee.
3. I acknowledge that the Grantee should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Mississippi Department of Finance and Administration, and the Mississippi State Auditor's Office, or designee.
5. I acknowledge that the Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if the Grantee has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Grantee's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the DMO; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

By: Milton Segarra

Authorized Signature: [Signature]

Title: CEO

Date: 8/19/2020

EXHIBIT B - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Milton Segarra, certifies, to the best of his or her knowledge that:

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

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

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

By: Milton Segarra
Authorized Signature: [Signature]
Title: CEO
Date: 8/19/2020

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

JD
JD
JD

CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit A"

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

Coronavirus Relief Fund Letter

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

By: Milton Segarra
Authorized Signature: [Signature]
Title: CEO
Date: 8/19/2020