

**BROADBAND EXPANSION AND ACCESSIBILITY OF MISSISSIPPI  
CAPITAL PROJECTS FUND GRANT  
SUPPORTING PUBLIC WI-FI**

**BEAM Agreement No.** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Federal Award Identification Number (FAIN):** CPFFN0194

**Federal Award Date:** March 11, 2022

**Assistance Listings Number and Title:** 21.029 – American Rescue Plan Act of 2021 (ARPA) Capital Projects Fund (CPF)

**Subrecipient Unique Entity Identifier (UEI) Number:**

**Subrecipient Tax ID Number:**

**SUBAWARD AGREEMENT**

This Subaward Agreement (this “**AGREEMENT**”) is entered into on this the \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**EFFECTIVE DATE**”), between the Department of Finance and Administration Office of Broadband Expansion and Accessibility of Mississippi (“**BEAM**”), a Pass-through entity as defined in 2 C.F.R. § 200.1 and [SUBRECIPIENT NAME], UEI Number: [INSERT UEI #] (“**SUBRECIPIENT**”).

NOW, THEREFORE, the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

**1. SUBAWARD MAXIMUM AMOUNT/SOURCE OF FUNDING**

BEAM hereby agrees to make to the Subrecipient and the Subrecipient hereby agrees to accept from BEAM a subaward in the maximum amount of \$\_\_\_\_\_ (the “**SUBAWARD**”), on the terms and conditions set forth herein. The source of the Subaward is an allocation by the United States Department of Treasury (“**TREASURY**”) of \$162,609,351 (“**PROGRAM FUNDS**”) in funding from the Coronavirus Capital Projects Fund (“**CPF**”) established by Section 604 of the Social Security Act (the “**CPF STATUTE**”), as added by Section 9901 of the American Rescue Plan Act of 2021 (“**ARPA**”), to BEAM (the “**FEDERAL AWARD**”), a portion of which BEAM has determined to use to support technology projects installed as part of public Wi-Fi infrastructure (“**PUBLIC WI-FI**”). The Subaward is governed by Subrecipient’s application (to the extent accepted by BEAM) pursuant to the Broadband Expansion and Accessibility of Mississippi (BEAM) Act, Miss. Code Ann. §§ 77-19-1 *et seq.* (the “**BEAM ACT**”), including supporting documents (the “**APPLICATION**”), the BEAM Act, the CPF Statute, the Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (the “**UNIFORM GUIDANCE**”), except to the extent Treasury has determined certain provisions to be inapplicable, the Guidance for the Coronavirus Capital Projects Fund for States, Territories and Freely Associated States issued by Treasury in September 2021, and the Coronavirus Capital Projects Fund Compliance and Reporting Guidance for States, Territories and Freely Associated States issued by Treasury in June, 2023, as each may be further amended or supplemented from time to time, and any other guidance issued by Treasury regarding the CPF (together, the “**CPF GUIDANCE**”), and all other applicable federal and state statutes, regulations, and executive orders, and the terms of the Federal Award, all of which are incorporated into this Agreement (collectively, the “**GUIDANCE**”).

**Notwithstanding any provision of this Agreement to the contrary, BEAM’s obligation to make disbursements hereunder is subject to receipt of sufficient funds under the Federal Award.**

## **2. PROJECT**

Subrecipient agrees that it will apply the funds disbursed pursuant to the Subaward only to the costs of the project described in its Application (the “**PROJECT**”). Subrecipient commits that the Project will provide services or activities that directly enable work, education, and health monitoring for at least five years from the completion of the Project.

## **3. PERIOD OF PERFORMANCE**

The period of performance and the budget period for this Subaward begins on the Effective Date and ends on June 30, 2025 (the “**PERIOD OF PERFORMANCE**”). Costs incurred on March 15, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided BEAM receives reasonable assurance and appropriate documentation supporting that the costs were incurred pursuant to the negotiation of and in anticipation of the Subaward and are necessary for the efficient and timely performance of the Project and are otherwise eligible under the Guidance. Subrecipient agrees to complete all tasks included in the Project within this Period of Performance, unless otherwise authorized in writing by BEAM. Subrecipient’s expected timeline for completing the Project is set forth in Attachment 1 hereto (the “**PROJECT TIMELINE**”).

## **4. PURPOSE**

The purpose of this Project is to make an investment in the construction and deployment of Public Wi-Fi. The Subaward is not for Research and Development.

## **5. CONSIDERATION AND PAYMENT/CLAWBACKS**

A. *Project Cost.* The total Project cost at the date of this agreement is estimated to be [INSERT AMOUNT]

1. The Subaward shall not exceed [INSERT AMOUNT]
2. Subrecipient provided matching funds shall not be less than [INSERT AMOUNT]
3. Other federal funding (if applicable) [INSERT SOURCE AND AMOUNT]

B. *Matching Funds.* Matching funds provided by Subrecipient shall not be less than \_\_\_\_ percent of the total Project cost. If the total Project cost at the completion of the Project is less than the amount estimated at the date of execution of this Agreement, the Subaward may be reduced to ensure that the matching funds percentage shall remain at \_\_\_\_ percent of the actual total Project cost as required herein.

C. *Payment Disbursements.*

1. Subrecipient must incur and pay costs in accordance with the Approved Budget attached hereto as Attachment 2 (the “**APPROVED BUDGET**”) and for the performance of the Approved Activities described in Attachment 3 hereto (the “**APPROVED ACTIVITIES**”); however, BEAM shall only reimburse Subrecipient for documented eligible expenditures that are: (i) reasonable and necessary to carry out the scope of Approved Activities; (ii) documented by contracts or other evidence of obligation consistent with established BEAM and Subrecipient procedures; (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable hereunder; (iv) not paid from Program Income; and (v) not in excess, in the aggregate, of the amount of the Subaward.
2. Disbursements of the Subaward shall be paid on a reimbursement basis for eligible expenditures incurred during the Period of Performance. All requests for payment shall be submitted together with supporting documentation as set out below.
3. The amount of the Subaward is subject to adjustment by BEAM if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to its expiration.

D. *Program Administrative Costs.* Program Administrative Costs, whether direct or indirect costs, will not be allowed. “**PROGRAM ADMINISTRATIVE COSTS**” means the costs of administering the Subaward and complying with grant administration and audit requirements.<sup>1</sup>

E. *Conditions to Disbursements.*

BEAM’s obligation to make any disbursement of the Subaward is subject to the following conditions, as well as any others set forth in this Agreement:

1. Subrecipient shall not be in default under this Agreement;
2. The Project shall have progressed at a rate and in a manner reasonably satisfactory to BEAM;
3. BEAM’s receipt of the invoice and supporting documentation corresponding to such disbursement;
4. A certificate of Subrecipient certifying that the representations, warranties and certifications of the Subrecipient made in this Agreement will be true and correct as of the date of the disbursement request.

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<sup>1</sup> See Guidance for the Coronavirus Capital Projects Fund for States, Territories & Freely Associated States issued by Treasury in September 2021, p. 10.

F. *Improper Expenditures.* Any item of expenditure by Subrecipient under the terms of this Agreement for which a corresponding disbursement of the Subaward has been made that is found by auditors, investigators, other authorized representatives of BEAM, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be repaid by Subrecipient to BEAM, immediately upon notification of such; provided that the Subrecipient shall not use BEAM funds to satisfy such liability unless BEAM consents or so directs in writing. Notwithstanding the foregoing, if Subrecipient disputes the finding in writing to BEAM within 15 days of such notification, then repayment will not be due until immediately following notification of BEAM's adverse determination of the dispute, which determination shall be in BEAM's sole discretion. This provision shall survive the expiration or termination of this Agreement.

G. *Excess Funds.* To the extent the full amount of the Subaward is not used in the completion of the Project, BEAM may reduce the amount of the Subaward accordingly and reallocate the excess funds for any eligible purpose. This provision shall survive the expiration or termination of this Agreement.

## **6. SPECIAL GRANT PROVISIONS – NOTIFICATIONS TO SUBRECIPIENT**

BEAM reserves the right, upon notice to Subrecipient, to impose reasonable special provisions on Subrecipient based on risk assessments, performance and any other factors BEAM might use to safeguard the resources provided by Treasury and to help ensure timely achievement of the Project in accordance with the Project Timeline, as contemplated by 2 CFR 200.208.

These special provisions will apply until the Subrecipient has addressed the risks, to the reasonable satisfaction of BEAM, within the time required. Once the corrective action has been satisfactorily addressed, the Subrecipient can request BEAM to remove the special conditions. BEAM will respond to the request within 30 days.

## **7. NOTICES**

Unless otherwise specified in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) when received if sent by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to BEAM:

Attention: CPF Contract Administration  
550 High Street  
Sillers Bldg. – 18<sup>th</sup> Floor  
Jackson, MS 39201  
E-mail: [info@beam.ms.gov](mailto:info@beam.ms.gov)



D. *Remedies Not Exclusive.* The rights and remedies of BEAM in this Section 10 are in addition to any other rights and remedies provided by state or federal law, under this Agreement or under the Uniform Guidance, including without limitation 2 CFR 200.339 and 2 CFR 200.340.

## **11. NON-ASSIGNMENT AND LOWER-TIER SUBAWARDS.**

Subrecipient shall not assign this Subaward or assign the right to receive any payments coming due hereunder, either in whole or in part, without prior written consent of BEAM. Similarly, lower-tier subawards, when approved, may not be further assigned in whole or in part without prior written consent of BEAM. Any such assignment or transfer not in accordance with this Paragraph shall be void.

Nothing in this Agreement prohibits Subrecipient from contracting with qualified third parties to perform aspects of its work under this Agreement, provided that Subrecipient (i) remains fully liable for the acts and omissions of the contractor and (ii) ensures that all required terms of this Agreement are applicable to the contractor.

## **12. WARRANTIES AND REPRESENTATIONS.**

Subrecipient warrants and represents that it is duly formed and existing, has all rights necessary to perform its obligations hereunder, and has duly authorized performance of its obligations hereunder. Additionally, Subrecipient warrants that all services performed hereunder shall be performed to the highest industry standards and Subrecipient agrees to correct or re-perform any services not in compliance with this standard at no additional cost. Subrecipient warrants and certifies to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, excluded or disqualified or proposed for debarment or suspension by any governmental department or agency, (b) have not within a three-year period preceding this Subaward been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract (or any other offense listed in 31 CFR 19.800(a), (c) are not currently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed in 31 CFR 19.800(a) (d) have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default, (e) are not currently the subject of a civil or criminal investigation or an inspector general audit, (f) have neither solicited nor obtained bid or proposal information or source selection information related to the Federal Award, (g) do not have a relevant conflict of interest or the appearance thereof, (h) have not offered anything of value to a current or former U.S. Government Procurement Official who participated personally and substantially in the Federal Award, and (i) have not made and will not make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for a political office for the purpose of obtaining or retaining business. Subrecipient agrees to notify BEAM immediately should it learn that any of the above warranties or representations is no longer fully correct.

Subrecipient makes the further warranties, representations and certifications set forth on Attachment 4 hereto, which is incorporated herein as if fully set forth herein.

### **13. GOVERNING LAW/JURISDICTION AND VENUE/SEVERABILITY**

This Agreement is governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law, without giving effect to the principles of conflicts of law. BEAM and the Subrecipient agree to comply with all applicable Federal, State, foreign, provincial, and local laws, ordinances and regulations, and all applicable orders and regulations of the Executive Branch, other departments, agencies, and instrumentalities of the United States Government.

Subrecipient agrees that any action arising out of, or relating to, this Agreement may only be brought in a federal or state court of proper subject matter jurisdiction located in Hinds County, Mississippi. Subrecipient consents to the personal jurisdiction of these courts.

If any provision of this Agreement, or any requirement incorporated in this Agreement, is determined to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement or incorporated requirements, which shall be enforced as if the invalid provision was not a part thereof and shall be interpreted so as to best effect the intent of the parties in entering into this Agreement.

### **14. CLAIMS RELATED TO FEDERAL AWARD**

If a binding decision is made by Treasury under the Federal Award and such pertains to the subject matter of this Agreement, then such decision also shall be binding upon Subrecipient. If, as a result of any such decision, BEAM is unable to obtain payment or reimbursement under the Federal Award or is required to refund or credit the relevant amount, Subrecipient shall, on demand, promptly withdraw its invoice(s) and/or repay such amount(s) to BEAM.

### **15. PUBLIC ANNOUNCEMENTS OR RELEASES.**

In any publication produced with funds from the Subaward, Subrecipient will include the following language: “This project is being supported, in whole or in part, by federal award number [enter award FAIN] awarded to the State of Mississippi by the U.S. Department of the Treasury.” Funds from the Subaward shall not be used for costs that are unallowable costs, including without limitation those advertising and public relations costs described in 2CFR 200.421(e).

### **16. PROPERTY.**

All property and equipment acquired by Subrecipient and charged to BEAM under this Subaward (“**PROJECT PROPERTY**”) shall be the property of the Subrecipient subject to the condition that, until December 31, 2034 (the “**FEDERAL INTEREST PERIOD**”), the Subrecipient and any successors or transferees:

(1) must use the Project Property for the authorized purposes of the Project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below,

(2) must continue to operate the Public Wi-Fi of which the Project is a part at the capacity and price options as initially agreed upon by BEAM and Subrecipient,

(3) must comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance,

(4) must comply with the use and management requirements for equipment in 2 CFR 200.311-316, which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest,

(5) must maintain records of real property that include an indication of the applicable federal interest,

(6) may otherwise sell or transfer Project Property only after provision of notice to Treasury and BEAM that identifies the successor or transferee, after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest, and after receiving written consent to the transfer from BEAM, which shall not be unreasonably withheld, and

(7) must notify the recipient and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or its affiliates.

Subrecipient agrees that for the duration of the Federal Interest Period, it holds the Project Property in trust for the beneficiaries of the Project.

Subrecipient may only encumber Project Property if Treasury receives a shared first lien position in the Project Property such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the property that is equal to Treasury's percentage contribution to the Project costs.

Subrecipient must comply with 2 CFR 200.312 to the extent any federally-owned real property or equipment is used by the Subrecipient.

## **17. PROGRAM INCOME.**

Program income means gross income earned by the non-federal entity (Subrecipient) that is directly generated by a supported activity or earned as a result of the federal award (the Subaward) during the period of performance, except as provided in 2 CFR 200.307(f) (“**PROGRAM INCOME**”).



If the Subrecipient receives Program Income, the Subrecipient shall account for Program Income in accordance with the requirements set forth in the Uniform Guidance, including, but not limited to, 2 CFR 200.307, and as stipulated in the CPF Guidance. 2 CFR 200.307(e) sets forth three methods for how Program Income may be used: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated, and BEAM hereby requires, that Program Income earned pursuant to expenditures of a Federal Award shall be accounted for pursuant to the addition method. The addition method, per 2 CFR 200.307(e)(2), states, “program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.” This quoted language is hereby incorporated into this agreement.

The Subrecipient acknowledges, by executing this Agreement, that it must notify BEAM of the receipt of any Program Income within 15 days of the end of the calendar month in which such program income is generated. In addition, the Subrecipient shall add Program Income to the total amount of the Subaward and expend it on eligible expenditures related to their project during the Period of Performance. Such Program Income must include any interest or other earnings generated from the Program Income during the time the Program Income was in the possession of the Subrecipient. The Subrecipient shall account for and expend Program Income in compliance with the Uniform Guidance and the CPF Guidance. Subrecipient agrees to implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for Program Income calculations, and records.”

The Subrecipient acknowledges its responsibility for appropriate recordkeeping and reporting to BEAM on the generation and/or receipt of such Program Income and any failure to report Program Income will be considered a failure to report; however, in no event shall expenditures made from Program Income be reimbursable to Subrecipient. Any unspent Program Income at the close of the Period of Performance must be returned to BEAM.

## **18. PROCUREMENT.**

**A.** *Procurement Policy.* Consistent with Uniform Guidance compliance requirements, including the standards set out in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient must have and maintain a Procurement Policy that demonstrates how the Subrecipient will comply with federal procurement regulations set forth in 2 CFR 200.318-327. The Subrecipient’s Procurement Policy will serve as the written procedure required for a non-federal entity, as per 2 CFR 200.318(a).

**B.** *Debarment Certification.* The Subrecipient must not be listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” on SAM.gov. The Subrecipient must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” on SAM.gov prior to entry into a contract or subcontract.

**C.** *BEAM Review of Solicitations.* Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if

Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to BEAM a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. BEAM will review the solicitation and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by BEAM. Consistent with 2 CFR 200.324, BEAM will review the solicitation for compliance with applicable procurement standards. BEAM's review and comments shall not constitute a binding approval of the solicitation. Regardless of BEAM's review, Subrecipient remains bound by all applicable laws and regulations, and the terms of this Agreement. If during its review BEAM identifies any deficiencies, then BEAM will communicate those deficiencies to Subrecipient as quickly as possible.

**D. BEAM Review of Contracts.** Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to BEAM a copy of the written contract prior to contract execution. BEAM shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by BEAM. Consistent with 2 C.F.R. §200.324, BEAM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to Part 200. BEAM's review and comments shall not constitute an approval of the contract or relieve the Subrecipient of its obligations to comply with all applicable laws, regulations, and the provisions of this Agreement. If during its review BEAM identifies any deficiencies, BEAM will communicate those deficiencies to Subrecipient as soon as possible. Subrecipient must correct the noted deficiencies before executing the contract.

## **19. COST PRINCIPLES**

Subrecipient acknowledges and agrees to adhere to the Cost Principles outlined in 2 CFR 200.400-476. Accordingly, Subrecipient shall ensure that all costs incurred under this Agreement are allowable, allocable, reasonable, and consistent with the terms and conditions of the Federal Award. Subrecipient shall maintain accurate records and documentation to support the allowability of costs in accordance with applicable federal regulations. Any costs deemed unallowable under the Cost Principles shall be the responsibility of the Subrecipient and shall not be reimbursed under this Agreement. Subrecipient shall also promptly notify BEAM of any changes in its financial or administrative practices that may affect its compliance with the Cost Principles. Failure to comply with the Cost Principles may result in the withholding of funds or other appropriate enforcement actions by BEAM.

## **20. COMPLETE SUBAWARD, MODIFICATION, WAIVER.**

This Agreement is the complete and exclusive statement of the understandings between the parties with regard to the subject matter hereof, and supersedes in its entirety any previous understandings, whether oral or written. This Agreement may not be altered, amended, or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a signed modification. All modifications will be issued and signed by BEAM [INSERT TITLE] . The issuance of information, advice, approvals, or instructions by BEAM technical personnel or other representatives shall be deemed expressions or personal

opinions only and shall not affect the rights and obligations of the parties hereunder unless the same is in writing, is signed by the BEAM [INSERT TITLE] or designee, and which expressly states that it constitutes an amendment or change to this Agreement.

Neither party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in writing.

## **21. RECORDS MAINTENANCE AND EXAMINATION OF RECORDS AND AUDIT**

**A.** Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement sufficient to evidence compliance with this Agreement. Subrecipient agrees to administer all such funds in accordance with applicable federal and state requirements, including the Guidance. Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by BEAM if required by applicable federal or state laws or regulations, or the Guidance. Subrecipient shall maintain detailed, itemized documentation and other records of all Subaward funds received and expenses incurred pursuant to this Agreement. All books and records shall be maintained for a period of five years from the date of final disbursement of the Subaward. In addition, Subrecipient shall permit the Treasury Inspector General and the Government Accountability Office, or their authorized representatives, and BEAM and its representatives, access to and the opportunity to examine all books and records and all cost or pricing data of any type and in any form pertinent to the Federal Award or performance of this Agreement or the accounting therefor. Such persons shall also have timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such books and records. Subrecipient acknowledges that Subpart F – Audit Requirements of the Uniform Guidance (2 CFR 200.500 *et seq.*) applies to the Subaward unless the following exception is available. For so long as Subrecipient is a for-profit entity, Subrecipient is not subject to Subpart F, but is subject to the terms and conditions of the Federal Award. BEAM requires for-profit subrecipients to submit to pre-award audits, monitoring during the term of this Agreement, and post-award audits, which requirements may be satisfied by the submission of an audit or other documentation that covers multiple subawards and multiple federal programs. For-profit subrecipients may use the Schedule of Expenditures of Federal Awards (SEFA) as a framework for how to organize expenditure data across programs.

**B.** BEAM retains the right to conduct a financial or programmatic review, require an audit, or otherwise ensure adequate accountability of funds provided under this Subaward. The Subrecipient further agrees to meet with BEAM personnel on these and any compliance issues in a timely manner.

## **22. MISSISSIPPI 811**

Subrecipient will not engage in excavation of any kind in furtherance of the Project before meeting the notification requirements of Title 77, Chapter 13, of the Mississippi Code of 1972, as amended, and will make reasonable efforts to confer with underground utility operators about line placement prior to excavation. Subrecipient will include identical requirements in its contracts with contractors and subcontractors with respect to the Project.

## 23. REPORTS

Subrecipient will provide monthly and annual reports to BEAM on the status of the Project in such form and containing such information as BEAM may prescribe from time to time, including but not limited to speed reports, the address of installation of the Project, the number of individuals accessing the Public Wi-Fi through the Project on a rolling basis, expenditures to date and Program Income, beginning with the first month that Subrecipient receives a disbursement pursuant to this Agreement. Monthly reports will be due within 15 days of the end of each quarter ending on or before the last day of the Period of Performance. Annual reports will be due within 15 days of the end of each calendar year through and including the last day of the Federal Interest Period. As soon as is known, Subrecipient will report to BEAM with respect to the Project its start date for construction (planned and actual), the date of completion of construction (planned and actual) and the date of initiation of operations (planned and actual).

Subrecipient will also provide to BEAM a quarterly marketing report, within 15 days of the end of each quarter, that indicates the actions taken during the preceding quarter to promote awareness of the Project as well as the engagement with the Project within the community served. Subrecipient shall advertise the speed test available at <https://www.broadbandms.com> as a component of its marketing plan so end user experience may be assessed.

## 24. ADDITIONAL COVENANTS OF SUBRECIPIENT

Subrecipient covenants as follows:

**A.** Subrecipient will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b) which is incorporated herein by reference. Subrecipient agrees to provide any documentation Treasury or BEAM may require concerning its compliance with Title VI of the Civil Rights Act of 1964 and all applicable regulations promulgated thereunder.

Subrecipient along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, Subrecipient makes the assurances of compliance with Title VI of the Civil Rights Act of 1964 set forth in Part I of Attachment 4 to this Agreement.

**B.** If Subrecipient employs mechanics or laborers in connection with the Project, Subrecipient will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), with respect to the mechanics or laborers so employed.

**C.** Subrecipient will comply with all applicable environmental laws and regulations with respect to the Project. Without limiting the generality of the foregoing, Subrecipient will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Subrecipient will report violations of any applicable environmental laws or regulations to Treasury and the Regional Office of the Environmental Protection Agency.

**D.** Subrecipient shall not obligate or expend funds received pursuant to the Subaward to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services or systems that use any covered telecommunications and video surveillance equipment or services provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**E.** Subrecipient will comply with applicable provisions of the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180 and 31 CFR Part 19, including the requirement to include a term or condition in all lower tier covered transactions that the Subaward is subject to 2 CFR Part 180 and 31 CFR Part 19.

**F.** To the extent practicable and consistent with applicable law under the Subaward, Subrecipient will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 CFR 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

**G.** Subrecipient will comply with 31 CFR Part 20 Government Requirements for Drug-Free Workplace.

**H.** Subrecipient will disclose in writing to Treasury and BEAM any potential conflict of interest affecting the Subaward in accordance with 2 CFR 200.112.

**I.** Subrecipient will inform its employees in writing, in the predominant native language of its workforce, of their rights and remedies under 41 USC 4712 (Protections for Whistleblowers).

**J.** Subrecipient will adopt and enforce policies and programs for its employees that enforce on-the-job seat belt use when operating vehicles, that ban text messaging while driving and that are otherwise designed to decrease accidents caused by distracted drivers, until the end of the Period of Performance.

**K.** Subrecipient will provide pricing data for the Project to BEAM at such times as BEAM directs. Subrecipient shall provide at least one low-cost option offered at speeds that are sufficient for multiple users to simultaneously telework and engage in remote learning. .

**L.** Subrecipient will maintain an active SAM registration with current information as required by 2 CFR Part 25 until the later of its final report required under this Agreement or receipt of its final disbursement hereunder. *See* 2 CFR Part 25, Appendix A.

**M.** Subrecipient will notify BEAM of any transfers of control or ownership that are subject to Federal Communications Commission (FCC) approval at the time of filing with the FCC.

## **25. REMEDIES FOR NONCOMPLIANCE**

Without limiting the availability of other remedies hereunder, or otherwise legally available remedies (including without limitation a breach of contract or other causes of action or remedies under the Uniform Guidance, including without limitation 2 CFR 200.339 and 2 CFR 200.340), BEAM shall have the following remedies upon giving Subrecipient notice of its noncompliance with any requirement of this Agreement:

**A.** Temporarily withhold disbursements of the Subaward pending correction of the noncompliance; and,

if the Subrecipient does not correct such noncompliance to BEAM's satisfaction within 30 calendar days (or more if authorized in writing by BEAM) after receipt of such notice from BEAM, BEAM may:

**B.** Wholly or partially suspend or terminate the Subaward; and/or

**C.** Recommend to Treasury that a suspension or disbarment proceeding be initiated under 2 CFR part 180.

If any action at law or in equity is necessary to enforce BEAM's rights or Subrecipient's obligations under this Agreement, including without limitation Subrecipient's repayment liability pursuant to Section 5.F hereof, BEAM shall be entitled to reasonable attorneys' fees, costs and disbursements incurred with regard to such enforcement, in addition to any other relief to which it is entitled.

## **26. FURTHER ASSURANCES**

Each of the parties hereto agrees to take such further actions as may be reasonably required to carry out the purposes of this Agreement and give effect to the transactions contemplated herein.

## **27. PUBLIC DISCLOSURE**

Subrecipient acknowledges that any information required to be reported by BEAM to Treasury pursuant to the Federal Award may be publicly disclosed. *See* Federal Award, Section 8. Subrecipient acknowledges further that (i) BEAM is required to comply with applicable provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. §§ 27-104-151 *et seq.* (the "TRANSPARENCY ACT"), provided that BEAM is not required or permitted by the Transparency Act to disclose trade secrets or other proprietary information, including confidential vendor information, or any other information that is required to be kept confidential by state or federal law; and (ii) BEAM is required to comply with applicable provisions of the Mississippi Public Records Act of 1983, Miss. Code Ann. §§

25-61-1 *et seq.* (the “**PUBLIC RECORDS ACT**”), and Section 77-19-7(d) of the BEAM Act. BEAM shall give timely notice to Subrecipient pursuant to Section 25-61-9 of the Public Records Act and Miss. Admin. Code, Title 12, Part 2, Rule 1.7, of any request for records of Subrecipient submitted to BEAM.

## **28. SPECIAL PROVISIONS**

In accordance with 2 CFR 200, the Subrecipient agrees to adhere to the Guidance to the extent applicable to Subrecipient and the Project and to reasonable direction provided by BEAM.

## **29. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which constitutes an original, and all of which together constitute one and the same agreement. The signatures of BEAM and Subrecipient need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party’s signature is as effective as signing and delivering the counterpart in person.

## **30. FORCE MAJEURE**

No party shall be deemed to have defaulted under or breached this Agreement to the extent that its failure or delay in fulfilling or performing any term of this Agreement is caused by or results from the following force majeure events: (a) acts of God, (b) flood, earthquake, natural disaster, epidemic, pandemic, or unforeseen catastrophic fire or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, or (d) national or regional declared emergency, provided that each party shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable, and provided further, however, that no delay in performance shall be excused beyond December 31, 2026. After December 31, 2026, BEAM will have no obligation to make disbursements of the Subaward regardless of the reason for Subrecipient’s delay in completing the Project.

## **31. CLOSE-OUT**

On submission of the voucher for payment for the final reimbursement, the Subrecipient must certify that the Project is completed, that service operations and management systems infrastructure are operational, and that the Subrecipient will make no further claim against BEAM after final payment.

### Attachments

1. Project Timeline
2. Approved Budget
3. Approved Activities
4. Certifications, Assurances, Representations Other Statements of the Recipient

**SUBRECIPIENT'S ACKNOWLEDGEMENTS AND SIGNATORY PAGE**

On behalf of **[SUBRECIPIENT NAME]**, I hereby acknowledge our understanding and acceptance of the terms and conditions of this Agreement and Subaward and agree to fully comply with the terms and conditions.

Name (PRINT)	
Signature	
Title	
Date	

**PASS THROUGH ENTITY'S ACKNOWLEDGEMENTS AND SIGNATORY PAGE**

On behalf of BEAM, I hereby accept the Subrecipient's acknowledgement of understanding and acceptance of the terms and conditions of this Agreement and Subaward and agree to administer the Subaward accordingly.

Name (PRINT)	
Signature	
Title	
Date	

One original of the fully executed Agreement to be provided to the Subrecipient.



**ATTACHMENT 1 – Project Timeline**

[SUBRECIPIENT NAME] shall provide a timeline for Project completion, specifying each task within the provided table, and shall provide an update of the Project Timeline when any significant delay occurs. Reimbursements for expenditures incurred will be processed monthly, or as often as the Subrecipient requests, not to exceed one request per month. The Project Timeline serves as a comprehensive roadmap for BEAM into the Project’s anticipated completion.

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**ATTACHMENT 2 - Approved Budget**

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**ATTACHMENT 3 – Approved Activities**

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## ATTACHMENT 4 – Certifications, Assurances, Representations, Other Statements of the Recipient

### Part I – Certifications and Assurances

#### 1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

The Subrecipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of or services under, or be otherwise subjected to discrimination under, any of its programs or activities receiving financial assistance from Treasury, and that with respect to the Subaward and the Project, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000- d), and Treasury’s implementing regulations, which prohibit discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), and Treasury’s implementing regulations, which prohibit discrimination based on age in the delivery of services and benefits supported with Federal funds; and

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), and Treasury’s implementing regulations, which prohibit discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution).

With respect to Title VI of the Civil Rights Act of 1964, as a condition of receipt of the Subaward, Subrecipient makes the following additional assurances with respect to the time period that any portion of Subrecipient’s program(s) or activity(ies) is federally assisted. The assurances apply to all federal financial assistance from or funds made available through Treasury, including any assistance that Subrecipient may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of these assurances apply to all of the operations of Subrecipient’s program(s) and activity(ies), so long as any portion of Subrecipient’s program(s) or activity(ies) is federally assisted in the manner described above.

a. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by Treasury’s Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

b. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs,

services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient's programs, services, and activities.

c. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

d. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

e. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by Treasury, this assurance obligates Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the property.

f. Subrecipient shall cooperate in any enforcement or compliance review activities by Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

g. Subrecipient shall maintain a complaint log and inform Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform Treasury if Subrecipient has received no complaints under Title VI.

h. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide documentation of the settlement.

## **2. Certification Regarding Lobbying (required by 31 CFR Part 21)**

The undersigned certifies, to the best of his or her knowledge and belief, and agrees 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and

submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) The undersigned will file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the undersigned pursuant to subparagraph (2) above.

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 section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **3. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**

By signing and submitting this application, the prospective recipient provides the certification set out below:

(1) The Subrecipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Subrecipient pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

(2) The following steps may enable the Subrecipient to comply with its obligations under paragraph (1):

- a. Before providing any material support or resources to an individual or entity, the Subrecipient will verify that the individual or entity does not (i) appear on the master list of **Specially Designated Nationals and Blocked Persons**, which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by Treasury to the Subrecipient.
- b. Before providing any material support or resources to an individual or entity, the Subrecipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subrecipient should refer to the consolidated list available online at the Committee's Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- c. Before providing any material support or resources to an individual or entity, the Subrecipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Subrecipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(3) For purposes of this Certification -

a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

(i) “Training” means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

(ii) “Expert advice or assistance” means advice or assistance derived from scientific, technical, or other specialized knowledge.

b. “Terrorist act” means -

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism; or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of Treasury funds or Treasury-financed commodities to the ultimate beneficiaries of Treasury assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Subrecipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Subrecipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Subrecipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Subrecipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of this transaction, and any violation of it will be grounds for unilateral termination of the Agreement by Treasury prior to the end of its term.

**Part II – Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –

(1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

(2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

**(b) Applicant Representation:**

1. The Applicant represents that it is [ ] is not [ ] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
2. The Applicant represents that it is [ ] is not [ ] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



By signing below the Subrecipient provides certifications, assurances and representations for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Certification Regarding Terrorist Financing Implementing Executive Order 13224, and (4) the Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Subrecipient by Treasury through BEAM, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

Name of Subrecipient \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

DRAFT