

# Arkansas Department of Finance and Administration

## Coronavirus Relief Fund Program Sub-Recipient Agreement For Municipalities and Counties

## **DEFINITIONS**

- A. "Authorized Agents" shall mean those persons authorized to legally bind the Municipality or County and designated with such authority on Attachment A.
- B. "Authorized User" shall mean an administrative person who is allowed access to the system for data entry, documentation upload and other clerical functions.
- C. "Contractor" shall mean any entity, public or private, providing services as described in this Agreement.
- D. "Designation of Authority" shall have the meaning set forth in Articles V and VII of this Agreement.
- E. "Events of Default" shall have the meaning set forth in Article XVII of this Agreement.
- F. "Federal Award" shall mean Federal financial assistance that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a Pass-through entity per 2 C.F.R. §200.38.
- G. "FEMA" shall mean the Federal Emergency Management Agency.
- H. "Final Expense Report" shall mean a report which lists all expenditures made by a Municipality or County using CRF Funds and which contains a statement executed by a Representative that there are no other outstanding commitments or obligations for which reimbursement will be sought under this Agreement.
- I. "Funds" shall mean any CARES Act, Coronavirus Relief Funds (CRF) funds advanced or transferred to the Municipality or County for reimbursement of eligible expenditures in accordance with the terms and conditions set forth in this Agreement.
- J. "Pass-through entity" shall mean a non-Federal entity that provides a subaward to a Municipality or County or Sub-sub-Recipient to carryout part of a Federal program per 2 C.F.R. §200.74.
- K. "Representative" shall refer to the individual set forth in Article V of this Agreement authorized by the Municipality or County to act on behalf of the Municipality or County.
- L. "Request for Reimbursement" shall have the meaning set forth in Article VII of this Agreement.
- M. "STATE" shall mean the State of Arkansas.
- N. "Subaward" shall mean an award provided by a Municipality or County to a Sub-sub-recipient to carry out part of a Federal Award received by the Municipality of County per 2 C.F.R. §200.93.
- O. "Sub-sub-Recipient" shall mean a non-Federal entity, such as a local entity, that receives a subaward from a Municipality or County to carry out part of a Federal program per 2 C.F.R. §200.93.

## **SUBAWARD INFORMATION**

The following Agreement information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Municipality or County name:

Municipality or County unique entity identifier:

Federal Award Date:

Name of Federal Awarding Agency:  
Name of Pass-through entity:  
Catalog of Federal Domestic Assistance (CFDA) Number and Name:

## **ARTICLE I REPRESENTATIONS**

A. The Municipality or County represents that it is fully qualified and eligible to receive the Coronavirus Relief Funds (CRF).

B. The Municipality or County certifies that it has the legal authority to receive the Funds under this Agreement and it certifies that the undersigned person has the authority to legally execute and bind the Municipality or County to the terms of this Agreement.

C. The Municipality or County, by its decision to receive the Funds, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the STATE, the Federal Awarding Agency, or any other STATE or Federal agencies with audit, regulatory, or enforcement authority.

D. The STATE received the Funds from the Federal government, and the STATE has the authority to transfer such Funds to the Municipality or County under the terms and conditions outlined herein.

E. The STATE, as the Pass-through entity for the Funds, reserves the right to demand that the Municipality or County comply with all applicable Local, State and Federal laws, regulations and policies and take any and all other actions necessary to ensure that the Funds are used in accordance with Section 601(a) of the Social Security Act as implemented in the CRF Guidance.

## **ARTICLE II RESPONSIBILITIES**

A. The Parties to this Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to ensure the Funds are utilized most effectively and efficiently to respond to and recover from COVID-19.

B. Both the STATE and the Municipality or County are expected to remain in compliance with the US Treasury CRF Guidance, the US Treasury CRF FAQ, and the US Treasury OIG Memoranda, as outlined in Exhibits 1, 2, and 3 or as may be amended by the US Treasury from time to time. The STATE's reimbursement of an expenditure will be based on the information available at that time. If further clarification from the Treasury later determines such expenditure to be ineligible, the Municipality or County shall return any Funds received for such expenditure to the STATE in accordance with the provisions of Article X of this Agreement.

**ARTICLE III  
TERMS OF AGREEMENT**

A. This Agreement shall become effective upon its execution by both Parties and shall end upon formal notification by the US Treasury or its designee that the use of all Funds has been accounted for and accepted, unless terminated earlier as specified elsewhere in this Agreement.

B. The STATE may terminate this Agreement for cause after seven (7) days written notice sent to the Municipality or County by first-class mail or email. Cause may include, but is not limited to: Funds not being expended in a reasonably timely manner, misuse of Funds, fraud or misrepresentation, lack of compliance with applicable rules, laws and regulations, failure to comply with reimbursement or audit requirements and refusal by the Municipality or County to permit STATE access to any document, paper, letter, or other material subject to disclosure under applicable State laws, as amended. Upon such termination, the Municipality or County shall, within ten (10) days, return all unexpended Funds to the STATE.

C. The Parties may jointly agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

D. In the event that this Agreement is terminated, and upon the Municipality or County's receipt of the notice of termination, the Municipality or County will not incur new expenditures with the expectation of such expenditures being reimbursed with Funds by the STATE.

**ARTICLE IV  
LAWS, RULES, REGULATIONS AND POLICIES**

Performance under this Agreement is subject to Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the CRF Guidance (Exhibit 1), the CARES Act provides that payments from the Fund may only be used to cover costs that:

- A. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- B. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and
- C. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

**ARTICLE V  
CONTACTS**

The STATE 's Contract Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the State's 's liaison with the Municipality or County. As part of his/her duties. The Contract Manager for the STATE shall monitor, review, and document all activities and expenditures for which the Municipality or County requests reimbursement.

In addition, any notice or other communication required under this Agreement shall be in writing and sent to the address below. Notices shall be given by and to Paul Louthian on behalf of the State, and by and to the Municipality or County signatory, on behalf of the Municipality of County, or such designee as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

A. The STATE's Contract Manager for this Agreement is:

Name: Paul S. Louthian, CPA  
Title: State Comptroller  
Address: 1509 West Seventh Street, Suite 403  
Little Rock, AR, 72201  
Telephone: 501-682-1675  
Email: [CARESActIssues-PaulLouthian@dfa.arkansas.gov](mailto:CARESActIssues-PaulLouthian@dfa.arkansas.gov)

B. The name and address of the Representative of the Municipality or County ("Representative") responsible for the administration of this Agreement is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

C. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other Party in writing via letter or electronic mail. It is the Municipality or County's responsibility to authorize its users in the STATE's On-Line Portal (to be provided). Only the Authorized

Agent identified in Attachment A to this Agreement ("Designation of Authority") may authorize the addition or removal of Authorized Users.

## **ARTICLE VI ELIGIBLE EXPENDITURES**

A. The Municipality or County may seek reimbursement under this Agreement for the following CRF eligible expenditures incurred during the period beginning March 1, 2020 and ending December 15, 2020:

1. FEMA Public Assistance (PA) local match eligible expenditures;
2. CRF eligible governmental operations expenditures as set out in Exhibit 1;
3. Expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the STATE.

B. The Municipality or County shall return to the STATE any Funds for projects not completed by December 15, 2020 as required by Article X of this Agreement.

C. Requests for Reimbursement by the Municipality or County for (1) CRF eligible governmental operations expenditures, and (2) expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the STATE shall be governed by the requirements and procedures set forth in Article VI (F) and (G) below.

D. Prior to the disbursement of any Funds, an Authorized Agent of the Municipality or County shall provide all documentation of expenditures for which reimbursement is requested to the STATE via the STATE's On-line Portal. The STATE will then review said documentation for sufficiency and costs for eligibility, and if the STATE determines that the expenditures are eligible for reimbursement, will reimburse the Municipality or County for such eligible expenditures in an expedited manner, subject to the availability of Funds. If the STATE requires additional documentation to determine eligibility, the Authorized Agent for the Municipality or County shall timely provide such documentation upon written request from the STATE. If the STATE determines that the expenditures are not eligible for reimbursement, then no Funds will be disbursed to the Municipality or County for said expenditures.

E. If any expenditure for which the Municipality or County received Funds for reimbursement is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the CRF Guidance and CRF FAQ, the Municipality or County shall return any Funds received from the STATE for such expenditure to the STATE in accordance with the provisions of Article X of this Agreement .

**ARTICLE VII  
REQUESTS FOR REIMBURSEMENT**

The STATE, subject to availability of Funds, will provide Funds on a cost reimbursement basis to the Municipality or County for eligible expenditures approved by the STATE.

A. Any request for reimbursement by the Municipality or County under this Agreement (a "Request for Reimbursement") must include a certification, signed by the Chief Executive of the Municipality or County, which reads as follows: "By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in this Agreement".

B. The Municipality or County must designate at least one (1) Authorized Agent to execute any Requests for Reimbursement, certifications, changes to contacts, or other necessary documentation on behalf of the Municipality or County. Multiple Authorized Users may be designated on Attachment A that will be assigned to perform data entry, documentation upload or other clerical functions. Please note: Changes to Authorized Users must be made in writing via letter or electronic mail. Attachment A must be completed and submitted via letter or electronic mail to the STATE Contract Manager (see Article V).

C. The STATE will review all Requests for Reimbursement and only release Funds for eligible, documented expenditures.

D. The STATE reserves the right to require on an ongoing basis, including after the disbursement of Funds, any additional certifications and documentation it deems necessary to continue to verify the eligibility of expenditures for which the Municipality or County received Funds for reimbursement.

**ARTICLE VIII  
PROCUREMENT**

A. The Municipality or County shall ensure that any procurement involving Funds authorized by the Agreement complies with all applicable Federal, State and local laws and regulations.

B. If the Municipality or County contracts with any Contractor or vendor for performance of any portion of the work required under this Agreement, the Municipality or County must ensure that any agreement complies with all applicable law and ensure that the STATE and its employees and the Municipality or County and its employees are indemnified and held harmless from liability to third parties for claims asserted under such contract.

**ARTICLE IX  
PAYMENTS**

A. Requests for Reimbursement serve as invoices and shall include the supporting documentation for all costs of the project, services or expenditures in detail sufficient for a proper pre-audit

and post-audit thereof. The final Request for Reimbursement shall be submitted within thirty (30) days after the expiration of this Agreement.

B. If Funds are not available to satisfy a Request for Reimbursement under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the STATE's Chief Financial Officer, or under Article X (B) of this Agreement, all obligations on the part of the STATE to make any further payment of Funds shall terminate, and the Municipality or County shall submit its final report within thirty (30) days of receiving notice from the STATE.

## **ARTICLE X REPAYMENT OF FUNDS**

A. All returns or repayments of Funds due to the STATE under this Agreement are due no later than ten (10) days from the date of written notification by the STATE that such Funds are due, and shall be made payable to the order of "Arkansas Department of Finance and Administration" and be mailed directly to the Contract Manager (as stipulated in Article V).

B. If the payment is not received within ten (10) days, the Municipality or County understands and agrees that the STATE may withhold or offset Funds from the Municipal General or County General Distributions payable to the Municipality or County until the return or repayment of any/all Funds to the STATE under this Agreement are satisfied.

## **ARTICLE XI RECORDS**

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the STATE, or any of the STATE's authorized representatives, (e.g. the Office of the Inspector General and Arkansas Legislative Audit), shall enjoy the right of access to any documents, financial statements, papers, or other records of the Municipality or County or any Contractors, subcontractors or consultant which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Municipality or County's personnel for the purpose of interview and discussion related to such documents.

B. As required by the STATE record retention requirements as set out at Ark. Code Ann § 25-18-604 and by the Treasury OIG Memoranda (Exhibits 3), the Municipality or County shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from Funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

C. The Municipality or County shall retain financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to its use of Funds for a period of five (5) years after the last disbursement of Funds by the STATE. If any litigation or audit is initiated, or



claim made, before the expiration of the five (5)-year period, the records shall be retained until the litigation and all appeals, audit, or claim has been resolved.

D. As required by 2 C.F.R. §200.303, the Municipality or County shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the STATE designates as sensitive or the Municipality or County considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

E. The Municipality or County shall maintain all records for the Municipality or County and for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.

## **ARTICLE XII MONITORING**

A. The STATE shall have the right to monitor the performance of the Municipality or County under this Agreement, as well as that of its Contractors, subcontractors and/or consultants who are paid from Funds provided under this Agreement.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by STATE staff, desk reviews and/or other procedures. The Municipality or County agrees to cooperate with any monitoring procedures/processes deemed appropriate by the STATE.

## **ARTICLE XIII AUDITS**

A. The Municipality or County shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of Funds under this Agreement, the Municipality or County shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

D. In the event that the Municipality or County meets the \$750,000 aggregate threshold that requires a federal compliance audit, the completed audit must be uploaded by the Municipality or County into the State Portal.

1. If an audit shows that any Funds disbursed to the Municipality or County were not used by the Municipality or County in accordance with the terms and conditions of this Agreement, the Municipality or County shall return said Funds to the STATE in accordance with the provisions of Article X of this Agreement.
2. The Municipality or County shall cooperate with any audit requests conducted for the STATE or the Contractor by the Department of Inspector General, Arkansas Legislative Audit, or any Federal agency.
3. The Municipality shall have all federal compliance audits completed by an independent auditor, which is defined in Ark. Code Ann. § 17-12-301. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the STATE no later than nine (9) months from the end of the Municipality or County's fiscal year.
4. The Municipality or County shall send copies of the audit and any Management Letters issued by the auditor to the STATE's Contract Manager.

#### **ARTICLE XIV MANDATED CONDITIONS**

A. Execution of this Agreement constitutes a certification that the Municipality or County will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Municipality or County must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement.

B. The Municipality or County agrees to comply with the Americans with Disabilities Act (Public Law 101- 336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

C. The Municipality or County shall require that the following certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) that all such sub-subrecipients shall certify and disclose to the best of their knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Municipality or County is unable to obtain and provide such certification, then the Municipality or County shall attach an explanation to this Agreement as to why not.

#### **ARTICLE XV LOBBYING PROHIBITION**

The Municipality or County certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Funds received by Municipality or County under this Agreement have been paid or will be paid, by or on behalf of the Municipality or County, 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 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.

B. If any monies, other than Funds received by Municipality or County under this Agreement, 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 Municipality or County shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Municipality or County shall require that 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 such sub-sub-recipients shall certify and disclose accordingly.

D. 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, U.S. Code. 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.

## **ARTICLE XVI LIABILITY AND INDEMNIFICATION**

The Municipality or County is solely responsible to the parties it deals with in carrying out the terms of this Agreement. To the extent and within the limitations of Ark. Code Ann. § 21-9-301, the Municipality or County shall be responsible for and agrees to indemnify and hold harmless and defend the STATE and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Municipality or County, its officers, agents, employees, or subcontractors in its performance under this Agreement.

To the extent and within the limitations of Ark. Code Ann. § 21-9-301 and applicable state Statutes, as amended, the Municipality or County shall pay all claims and losses caused by the Municipality or Counties breach of this Agreement, and shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Municipality or County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality or County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the STATE or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Agreement, Municipality or County agrees that it is not an agent of the STATE. Nothing herein shall be construed as consent by the STATE to be sued by third parties in any matter arising out of any contract.

## **ARTICLE XVII EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the STATE to make further payment of Funds shall terminate and the STATE has the option to exercise any of its remedies as set forth in Article XVIII:

- A. Any warranty or representation made by the Municipality or County in this Agreement is or becomes false or misleading in any respect.
- B. The Municipality or County fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement.

**ARTICLE XVIII  
REMEDIES**

If an Event of Default occurs, then the STATE shall timely provide written notice of the Event of Default to the Municipality or County. If the Municipality or County fails to cure the Event of Default within seven (7) days after receipt of such notice from the STATE, the STATE may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Municipality or County is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a Request for Reimbursement.
- C. Require that the Municipality or County return to the STATE any Funds used for ineligible purposes.
- D. The Municipality or County agree that the STATE may set-off funds otherwise payable to the Municipality or County until the return or repayment of any Funds due to the STATE under this Agreement is satisfied.
- E. Debar the Municipality or County from consideration for award of purchases or contracts as permitted by federal and state law and regulation.
- F. Exercise any other rights or remedies which may be permitted by law or in equity.

No delay or omission to exercise any right, power, or remedy accruing to the STATE upon breach or violation by the Municipality or County under this Agreement, shall impair any such right, power or remedy of the STATE; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**ARTICLE XIX  
EXHIBITS AND ATTACHMENT**

- A. All Exhibits and the Attachment to this Agreement are incorporated as if set out fully.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits and Attachment, the language of the Exhibits and Attachment shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following Exhibits and Attachment:
  - 1. **Exhibit 1** - Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments - September 2, 2020;
  - 2. **Exhibit 2** - Coronavirus Relief Fund Frequently Asked Questions - Updated September 2, 2020; Later one should be referenced.
  - 3. **Exhibit 3** - Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting and Record Retention Requirements - July 2, 2020;

- a. **Addendum 3-1** - Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting Requirements Update - July 31, 2020;
4. **Attachment A** – Certification, and, where applicable, Designation of Authority.

**ARTICLE XX  
NON-ASSIGNMENT OF AGREEMENT**

Neither the STATE nor the Municipality or County may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.

**ARTICLE XXI  
LIMITATION ON RIGHTS OF OTHERS**

The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

**ARTICLE XXII  
BINDINGS ON SUCCESSORS**

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto, and of any legal entity that succeeds to the obligations of the parties hereto.

**ARTICLE XXIII  
SEVERABILITY**

If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**ARTICLE XXIV  
GOVERNING LAW**

This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Arkansas, without regard to any conflicts of law principles, decisional

law or statutory provision that would require or permit the application of another jurisdiction's substantive law. Venue or location for any legal action arising under this Agreement will be in Pulaski County, Arkansas.

**ARTICLE XXV  
ENTIRE AGREEMENT**

This Agreement and its Exhibits and Attachment constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

**ARTICLE XXVI  
HEADINGS**

Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

In acknowledgment of the mutual consideration herein, the parties hereby certify that they have read this entire Agreement and will comply with all of its requirements.

**ARTICLE XXVII  
SIGNATURE AUTHORITY**

The Municipality or County certifies that it has the authority and approval from the governing body to execute this agreement and to request reimbursement from the STATE from the allocation of the CRF provided to the STATE for eligible expenditures. The Municipality or County also certifies that its Chief Executive, or designee, is authorized to sign "Attachment A" to this Agreement on behalf of the Municipality or County.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective upon the last date set forth below.

By my signature below, I attest that I am authorized by the City Council/Commission or County Judge to execute any and all documents as required by the State in order to receive CARES Act funds.

**Municipality or County**

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

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

Printed Name and Title: \_\_\_\_\_

\_\_\_\_\_

**Arkansas Department of Finance and Administration**

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

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

Printed Name and Title : \_\_\_\_\_ Paul S. Louthian

\_\_\_\_\_ State Comptroller