

The State will disburse Grant funds to the Grantee for project costs to be paid by the Grantee pursuant to this Amended Grant Agreement and rules promulgated by the State for the purpose of determining eligible expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Amended Grant Agreement. No claims for reimbursement or disbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Disbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Amended Grant Agreement, including payments made inadvertently or payments made but later determined to have been used by Grantee for ineligible expenses, the Grantee shall return to OPB the amount identified by the State as an overpayment or ineligible expense. The Grantee shall refund the amount of any overpayment or ineligible expense to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment or ineligible expense from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Amended Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Amended Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Amended Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be March 3, 2021, through December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Amended Grant Agreement.

To the extent applicable to this Amended Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.