

SUBRECIPIENT AGREEMENT

BETWEEN RISE AND VIRGINIA COMMUNITY CAPITAL

CDBG-NDR PROFESSIONAL SERVICES

THIS AGREEMENT is entered this 12 day of October 2018 by and between COASTAL COMMUNITY RESILIENCE, INC., d.b.a. RISE (the “Grantee”) and VIRGINIA COMMUNITY CAPITAL (the “Subrecipient”).

I. RECITALS

WHEREAS, Pursuant to Public Law 113-2 (the Appropriations Act) and the Federal Register Notice dated the 7th day of June, 2016, at 81 FR 36560, the U.S. Department of Housing and Urban Development (“HUD”) has awarded \$120,549,000.00 in Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) funds to the Commonwealth of Virginia (“the Commonwealth”) for the purpose of assisting in disaster relief and long-term recovery from major disasters declared under the Stafford Act (42 U.S.C. 4121 et seq.) and described in the Commonwealth’s NDRC Application; and

WHEREAS, it has been authorized by the Governor of the Commonwealth to distribute and administer to RISE a CDBG-NDR SUBAWARD, with the Catalog of Federal Domestic Assistance (CFDA) number 14.272, which was awarded to the Commonwealth as a successful applicant to the National Disaster Resilience Competition (NDRC) according to the approved Grant application; and

WHEREAS, the nonprofit COASTAL COMMUNITY RESILIENCE, INC. doing business as RISE (“RISE”) entered into a contract with the Commonwealth on May 25th, 2017 utilizing such funds to carry out a part of the Commonwealth’s subaward by committing \$5,250,000 of the Grantee’s Federal subaward; and

WHEREAS, RISE has selected a subrecipient, VIRGINIA COMMUNITY CAPITAL (VCC) to enter into this subrecipient agreement with to provide supportive services to the RISE Coastal Communities Challenge and RISE Resilience Innovation Fund to carry out a part of the RISE’s subaward by committing an amount not to exceed \$45,500 of the Grantee’s Federal subaward; and

WHEREAS, for purposes of this agreement VCC is referred to as the Subrecipient and RISE is referred to as the Grantee

WHEREAS, the CDBG-NDR funds made available for use by Subrecipient under this Agreement constitute a subaward of RISE’s subrecipient award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the RISE’s subaward; and

WHEREAS, Grantee’s mission is to catalyze innovation and growth around creative solutions in

the areas of sea-level rise, recurrent flooding and economic resilience, and Grantee desires the subrecipient's assistance to accomplish its mission; and

WHEREAS, Grantee has legal authority to enter this agreement, and the subrecipient's governing body has duly adopted the Subrecipient agreement dated October 12, 2018, authorizing the Subrecipient to enter this agreement with the RISE, and by signing this agreement, to assure RISE that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, in consideration of the need for recovery from Hurricane Irene, NDRC goals, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. GENERAL AWARD INFORMATION

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in section I of this agreement and creates a Federal assistance relationship with the Subrecipient. This agreement must be updated to reflect any changes to the federal award and the following award:

Contact information:

Grantee: COASTAL COMMUNITY
RESILIENCE, INC., d.b.a. RISE

Subrecipient: VIRGINIA COMMUNITY
CAPITAL

Name of awarding official:
Paul Robinson

Name of primary contact: Leah Fremouw

Title: Executive Director

Title: VP, Community Impact

Grantee Name: Coastal Community Resilience Inc. Subrecipient Name: _____

Address: 501 Boush St., Suite A

[Address] 7418 Carousel Ln

City, State, Zip: Norfolk, VA 23509

[City, State, ZIP] Richmond, VA 23294

Telephone: 757-418-3516

[Telephone] 804-939-6167

Fax Number: N/A

[Fax Number] _____

Federal Award Identification Number: B-13-DS-51-0001

CFDA Number and Name: 14.272

Federal Award Date: June 7, 2016

Federal award project description: RISE desires assistance and program support in executing the RISE COASTAL COMMUNITY RESILIENCE CHALLENGE, a global competition designed to broker the development of products and technologies related to climate change and resiliency to address some of Hampton Roads most pressing issues. To help achieve program success, Subrecipient will provide RISE with underwriting support including development of underwriting

framework and process as well as underwriting for selected finalists. Underwriting is a critical element in assessing the financial viability of candidates for RISE funding (loans and/or grants) and having this done by a qualified entity such as the Subrecipient is essential to RISE's fiduciary responsibilities.

Subaward Period of Performance: This agreement shall remain in force, subject to the provisions of the included terms and conditions, for a period of 12 months from the date of full execution by all parties.

Total Amount of the Federal Award Committed to the Subrecipient by the Grantee is not to exceed: \$45,500

Amount of Federal funds obligated by this agreement is not to exceed: \$45,500

Total Amount of Federal Funds Obligated to the Subrecipient is not to exceed: \$45,500

III. SCOPE OF SERVICE

A. Eligible Use of Funds

As a condition of receiving this subaward, the Subrecipient shall provide program support of CDBG-NDR programming, which includes performing all of the work described in this section. The Subrecipient shall complete the activities in a manner satisfactory to the Grantee and consistent with the terms of conditions of this agreement and applicable Federal statutes and regulations.

Prohibited Activities

The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

Program Delivery (CDBG-NDR Eligible Activities)

The Subrecipient shall provide program support to include the following tasks activities:

ACTIVITY	DESCRIPTION
<p>Phase I: Develop Underwriting Framework and Process</p>	<ul style="list-style-type: none"> • Provide guidance to RISE on RIF application template, ensuring collection of all information required for underwriting. • Develop criteria for RIF grant vs. loan decisions, and loan terms (subject to RISE approval). • Develop underwriting decision guidelines, considering both the financial viability of the applicant and potential impact on RISE Challenge Topics. (Note: RISE will ultimately make approve/deny decisions for each applicant). • Develop Credit Memo template to be used with RISE Investment Committee • Provide guidance on Investment Committee membership
<p>Phase II: Conduct Underwriting for Selected Finalists</p>	<ul style="list-style-type: none"> • Consolidate application documents and review for completeness. • Review/Analysis of key factors, including: <ul style="list-style-type: none"> ○ Review of entity P&L and balance sheets ○ Review of credit and financial background of guarantor / principle ○ Review and valuation of collateral (if applicable) ○ Review and assess business plans ○ Evaluate use of funds and potential for community impact • Prepare Credit Memo for review by RISE Investment Committee • Present Credit Memo to RISE Investment Committee (by phone and electronic document)

Pre-Award Costs

Pre-Award Costs are not eligible for reimbursement from the Grantee.

General Administration of Subaward

All costs are determined to be activity delivery costs (ADCs). ADCs are those allowable costs incurred for implementing and carrying out eligible CDBG activities. All ADCs are allocable to a CDBG activity, including direct and indirect costs integral to the delivery of the final CDBG-assisted activity.

B. National Objectives

Pursuant to 82 FR 36822 issued August 7, 2016, National Objective criteria has been waived and an alternative requirement has been established that comprises all components of the proposed Coastal Resilience Lab and Accelerator Center (“The Center”).

C. Levels of Accomplishment –Performance Goals and Timelines

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Activity	Estimated Start	Estimated Completion
Introductory site visit, background interviews, document review	10/15/2018	10/31/2018
Provide guidance to RISE on RIF application template, ensuring collection of all information required for underwriting.	10/15/2018	10/31/2018
Develop underwriting decision guidelines, considering both the financial viability of the applicant and potential impact on RISE Challenge Topics. (Note: RISE will ultimately make approve/deny decisions for each applicant).	10/15/2018	12/15/2018
Develop Credit Memo template to be used with RISE Investment Committee	10/15/2018	12/15/2018
Provide guidance on Investment Committee membership	10/15/2018	12/15/2018
Concluding site visit / handover of final materials		12/20/2018
Underwriting loan/grant package: <ul style="list-style-type: none"> - Consolidate application documents and review for completeness. - Review/analysis of key factors. - Prepare, present and submit credit memo to provide financial analysis, risk score, & impact rating. 	12/20/2018	4/30/2019

D. Staffing

The Subrecipient shall supervise and direct the completion of all activities under this agreement. Any changes in the Key Personnel assigned or their responsibilities under the activities are subject to the prior approval of the Grantee.

At a minimum, the Subrecipient shall assign the following staff with the identified responsibilities (the “Key Personnel”) to the identified activities:

Staff Member Name	Responsibilities	Est. Time Allocation
Leah Fremouw	Project Management and Program Development	20+
Chris Cox	Program Development and Client Liaison	20+
Zachary Petry	Commercial Lender	5-10
Candance Branch	Underwriter	80

IV. PERFORMANCE MONITORING & REPORTING

A. Monitoring

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within 10 days after being notified by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-NDR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. Reporting

The Subrecipient shall submit regular monthly progress and financial reports to the Grantee, detailing the status of all deliverables in accordance with this agreement.

V. PERIOD OF PERFORMANCE AND TERM

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new obligations to carry out activities under this agreement, shall start on the day of October 15, 2018 and end on the day of May 31, 2019.

This agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG-NDR funds provided through this agreement, including program income as alternatively defined in 81 FR 36574.

VI. BUDGET

The Subrecipient shall complete all activities in this agreement in accordance with the following budget. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

A. Budget Table

Program Development	WHO	Est. HOURS	RATE	COST
Introductory site visit, background interviews, document review	Consultant	12	75	\$900
Provide guidance to RISE on RIF application template, ensuring collection of all information required for underwriting.	Subrecipient Underwriting	2	110	\$220
Develop criteria for RIF grant vs. loan decisions, and loan terms (subject to RISE approval).	Consultant / Subrecipient Underwriting	25	110	\$2,750
Develop underwriting decision guidelines, considering both the financial viability of the applicant and potential impact on RISE Challenge Topics. (Note: RISE will ultimately make approve/deny decisions for each applicant).	Consultant / Subrecipient Underwriting	40	110	\$4,400
Develop Credit Memo template to be used with RISE Investment Committee	Subrecipient Underwriting	4	120	\$480
Provide guidance on Investment Committee membership	Subrecipient Underwriting	2	110	\$220
Concluding site visit / handover of final materials	Consultant	6	75	\$450
Out of Pocket Expenses (travel for site visits)				\$220
		Total		\$9,640
Underwriting loan/grant package: Utilize credit memo to provide financial analysis, risk score, & impact rating	Subrecipient Underwriting	37.5	120	\$4,500 per package (not to exceed 8)
		Total		\$36,000

B. Indirect Costs

Indirect costs may be charged to this subaward under a negotiated lump sum for indirect costs in accordance with 2 CFR Appendix III to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs).

Any indirect costs, as defined in 2 CFR part 200, that are included in the budget shall only be charged to CDBG- NDR funds to the extent that the costs are consistent with the conditions of Section VIII(E)(2) of this agreement.

C. Program Income

As set forth in 82 FR 36573, Program Income is defined as gross income generated from the use of CDBG-NDR funds received by the Subrecipient. The Grantee does not anticipate Program Income earned by the Subrecipient in the execution of their duties pursuant to this Agreement.

Specific requirements for Program Income relative to Property Standards is found in Section IX, Part J below.

VII. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed \$45,500.

Payment shall be made to the Subrecipient by the Grantee. Payment will be issued to the Subrecipient by the specific milestone dates basis during the term of the agreement in accordance with the Payment Rate Schedule below:

The Subrecipient shall submit to the Grantee requests for payments of activities under this agreement and consistent with the approved budget (the "Request for Payment") within ten (10) days from the last date of each month of the agreement. Each Request for Payment shall be broken down into requested draws against the budget line items specified in Section VI. Payment will be made upon submission by the Subrecipient of a properly executed Request for Payment, together with deliverables necessary to justify payment. The Request for Payment form must also be accompanied by documentation from the Subrecipient demonstrating that all procurements for which payment is requested have been made in accordance with this agreement. The Grantee will review the Request for Payment and any associated documentation and remit payment by check within 30 days of approval of the invoice. The Grantee may request additional information or invoice detail from the Subrecipient at its discretion.

The Grantee shall pay to the Subrecipient CDBG-NDR funds available under this agreement based upon information submitted by the Subrecipient for allowable costs permitted under this agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee shall not pay any advance or reimburse any costs not consistent with this agreement or costs not consistent with federal statutes, regulations (including Cost Principles in 2 CFR Part 200, subpart E), the terms and conditions of the CDBG-NDR award, or any costs that would otherwise result in the Grantee charging improper, unauthorized, or otherwise unallowable costs to the award. Additional services beyond this agreement but determined to be necessary to execute CDBG-NDR objectives, must be presented a minimum of 30 days in advance of execution and may necessitate a separate agreement or amendment to the Agreement.

Checks are made payable to Virginia Community Capital and mailed to: 110 Peppers Ferry Road NW, Christiansburg, VA 24073

VIII. AMENDMENT AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such

amendments make specific reference to this agreement, are approved by the Grantee's governing body, and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement. Amendments will generally be required when any of the following are anticipated: I) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

B. Suspension or Termination

The Grantee may terminate this agreement, in whole or in part, upon 30 days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this agreement. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the Grantee any improper expenditures no later than thirty (30) days after the date of termination. The Grantee may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This agreement may also be terminated in whole or in part by either the Grantee or the Subrecipient, or based upon agreement by both the Grantee and the Subrecipient in accordance with the requirements in 2 CFR part 200, subpart D.

IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES.

REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG-NDR funds available to the Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-NDR funds available under this agreement. These Federal Register notices include, but are not limited to, 81 FR No. 109 Docket No. FR-5936-N-01 and 82 FR No. 150, Docket No. FR-6039-N-01. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-NDR funds in complying with its obligations under this agreement, regardless of whether CDBG-NDR funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are identical to Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Subrecipient shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

C. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug- Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

D. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310. The Subrecipient shall carry sufficient insurance coverage to protect CDBG-acquired assets from loss due to theft, fraud and/or undue physical damage, and acquire a blanket

fidelity bond covering all employees in an amount equal to CDBG-NDR funds provided by the Grantee.

E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

1. Financial & Program Management

The Subrecipient shall expend and account for all CDBG-NDR funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management.

2. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:

- i. Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- ii. Fines penalties, damages, and other settlements are unallowable costs to the CDBG program.
- iii. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- iv. Organization costs (2 CFR 200.455); and
- v. Pre-Award Costs, as limited by this agreement.

F. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section III. of this agreement, Scope of Service.

At a minimum, the Subrecipient shall maintain records required by 24 CFR 570.506. This includes: Records providing a full description of each activity undertaken; Records required to determine the eligibility of activities; Records required to document the acquisition,

improvement, use or disposition of real property acquired or improved with CDBG-NDR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program regulations; Financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and Other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of Grantee's award.

2. Access to Records

As required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award.

3. Record Retention and Transmission of Records to the Grantee

Prior to close-out of this agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this agreement met the requirements of the Federal award.

The Subrecipient shall retain financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this agreement and Subrecipient's subaward for the longer of 5 years after the expiration or termination of this agreement, or 5 years after the submission of the Grantee's annual performance and evaluation report. This retention requirement may be extended in certain circumstances, including:

- i. Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition;
- ii. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- iii. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- iv. When the Grantee is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent with the notification; or
- v. When records are transferred to or maintained by HUD or the Grantee, the 5-year retention requirement is not applicable to the Subrecipient;

4. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities

provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Close-out

The Subrecipient shall closeout its use of the CDBG-NDR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR §200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR §200.343, upon the expiration of this agreement, the Subrecipient shall transfer to the recipient any CDBG-NDR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-NDR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-NDR funds shall be treated in accordance with 24 CFR 570.503(b)(7).

H. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements, currently set at \$750,000.

2. Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a

management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-NDR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

I. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR Part 570.609. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

J. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR Part 570.505 and the Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-NDR program or shall be retained after compensating the Grantee.

K. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR Part 25 Universal Identifier and

System for Award Management (SAM). The subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

L. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-NDR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and

telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

3. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of

the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-NDR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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 the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(iii) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action

employer.

M. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

N. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the “Section 3 clause” at 24 CFR 135.38 in every “Section 3 covered contract” (as defined in 24 CFR 135.5).

O. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the

Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.611.

3. Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- (ii) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) 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 required by section 1352, title 31, U.S.C. 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.

P. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Q. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR

Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-NDR award.

R. OTHER REQUIREMENTS IMPOSED BY GRANTEE

1. Certification of Nonsegregated facilities

The Subrecipient certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. The Subrecipient certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work

areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

2. Section 503 of the Rehabilitation Act of 1973 (28 USC 793)

- (i) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (ii) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (iii) In the event of The Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (iv) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state The Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (v) The Subrecipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that The Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (vi) The Subrecipient will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

3. Patents

- (i) Each party to this Agreement agrees that it will be responsible for its own acts and omissions on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, unless otherwise specifically stipulated in the Contract Document, and each party shall not be responsible for the acts and omissions of the other party.
- (ii) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient.
- (i) (iii) If the Subrecipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the stated prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work.

4. Intellectual Property

Any proprietary intellectual property provided to a party by the other party shall remain the property of the providing party and shall not be used for any purpose other than performance under this Agreement, without the prior written consent of the providing party, unless such data or software is legally obtained without restriction from another source.

- b. Any intellectual property that is jointly developed by the parties shall be jointly owned by the parties, and the parties agree to negotiate, in good faith, a sharing arrangement for any costs of protecting their respective rights, and for any revenues that may be had from such inventions, data, or software.
- c. Any intellectual property developed solely by the employees of either party shall be owned by that party.
- d. SUBRECIPIENT agrees that if, during the period of this Agreement, any of its employees make an invention or work of authorship in performance of this project, SUBRECIPIENT shall promptly make such invention or work known to Grantee. All patents and copyrights shall be in accordance with Public Law 98-620 and implementing regulations under 37 CFR 401, "Rights To Inventions Made By Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

5. Energy Efficiency

The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (Public Law 94-163).

6. Provisions required by law deemed inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

7. Personnel

The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Grantee. All the services required hereunder will be performed by the Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

[Remainder of page left blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Agreement for Program Support, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE

By: Paul Robinson
(signature)

Name: Paul Robinson

Title: Executive Director

Date: 10/10/18

SUBRECIPIENT

By: Leah Fremouw
(signature)

Name: Leah Fremouw

Title: VP, Director of Community Impact

Date: 10/8/18

Attest: _____

Countersigned: _____
FINANCE OFFICER OR CONTRACT COMPLIANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
