

AGREEMENT BETWEEN the City of Minot AND the
North Dakota Housing Finance Agency

THIS AGREEMENT, entered this 24th day of January, 2018 by and between the City of Minot (herein called the "Grantee") and the North Dakota Housing Finance Agency (herein called the "Sub-recipient" or NDHFA). WHEREAS, the Grantee has applied for and received funds from the United States Government under the National Disaster Resilience Competition through the Disaster Relief Appropriations Act 2013, Public Law 113-2 Appropriations Act;

And, WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

The Minot NDR Homeownership Incentive Program will provide funds to eligible low and moderate income (LMI) homebuyers and will work in tandem with NDHFA affordable home financing programs to enable qualified homebuyers in the flood affected area of Minot (priority areas 1 and 2) to purchase a quality affordable home that is outside the FEMA identified flood plain. All work and activities authorized by this agreement will be performed in accordance with the terms and conditions and work program framework attached, described or references in this agreement.

North Dakota Housing Finance Agency (NDHFA) a nationally recognized state housing finance agency that provides affordable housing financing to low and moderate income families, to ensure the continued availability of suitable affordable housing in North Dakota working with a network of lenders, real estate professionals, and other partners. NDHFA provides low cost financing, down payment and closing cost assistance, and supports homebuyer education. The agency has helped over 40,000 households in North Dakota achieve their goal of owning a home.

A. Activities

The Sub-recipient will be responsible for the following tasks under the CDBG-NDR Single Family Homeownership Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program: Program Delivery Activity

Task 1: Assist CDM Smith to develop detailed policies and procedures for the Minot NDR Homeownership Incentive Program as outlined in the NDR Homeownership Incentive Framework. The detailed policies and procedure document will include the terms of assistance for the homeownership incentive (such as calculation of incentive amounts, homebuyer eligibility, maximum mortgage loan amounts, property eligibility requirements, application process, property inspection, plans and specification for new affordable housing, etc.). The incentive will provide a portion of the buyer financing, NDHFA will utilize their existing financing programs for the first mortgage.

NDHFA will provide guidance and recommendations regarding appropriate homeowner informational materials for the homeownership incentive program and will provide information materials for existing NDHFA homebuyer programs. The incentive informational materials will be prepared by CDM Smith.

Task 2: NDHFA will provide guidance and expertise for the development of marketing and outreach for the Minot Buy-In Program for single family home buyers

Task 3: NDHFA will ensure that the policies and procedures for the Minot NDR homeownership incentive program is consistent with NDHFA existing homebuyer programs and identify modifications required to utilize the homeownership incentive in conjunction with NDHFA homebuyer programs.

Task 4: NDHFA will work with their existing network of certified local lenders, to address questions regarding the Minot NDR Homebuyer Incentive program, underwriting provisions, and other components of program operation

Task 5: NDHFA will determine the appropriate amount of incentive funding based on the homeownership incentive policies and procedures.

Task 6: NDHFA will develop all legal documents for the homeownership incentive program and will assure that all documents have been properly recorded and filed.

Task 7: EAPC, a North Dakota architectural firm, is preparing construction plans and specifications for the Minot Single Family Homebuyer program and the City of Minot has issued an RFP to identify suitable vacant residential lots that will be developed as a resilient neighborhood where these new affordable homes will be constructed. NDHFA will attend at least one meeting with EAPC to review and discuss their questions regarding the plans and specification for the new single family homes to be constructed under this program.

The Minot NDR Single Family Homebuyer program also provides an opportunity to buyers to purchase existing homes in Minot. CDM Smith will conduct inspections of existing properties in accordance with current lender requirements and will provide the lenders and NDHFA an inspections report in accordance with the program requirements.

Task 8: CDM Smith will prepare necessary environmental review documents in accordance with HUD requirements and submit findings to NDHFA before loan closing.

Task 9: NDHFA will provide homebuyer information required to set up each project on the DRGR system and for processing all requests for payment

Task 10: NDHFA will provide the City of Minot, upon request, with information, data, and records necessary for the City to prepare reports as required by the CDBG-NDR program

Task 11: NDHFA will maintain all necessary project administrative files as required by the CDBG-NDR. NDHFA will monitor the program and maintain all program files. NDHFA, in expending the funds available for the Minot NDR Homeownership Incentive Program will comply with the following: Office of Management and Budget Management 24 CFR 570, CDBG Regulations and 2 CFR Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements and Federal Award

Task 12: Within two months of the close out of this program, NDHFA will provide the City of Minot with a written report summarizing the performance of this program in terms of: number of LMI homebuyers assisted, data on the number and amount of homeownership incentives provided, total value of homes purchased through the program, and other data and information mutually agreed to by the City and NDHFA.

Task 13: NDHFA will perform ongoing monitoring of the repayment terms of the incentive funds. NDHFA will provide payoff requests, collect repayment funds, and remit such funds to the City of Minot net NDHFA expenses as described in program policy and procedures.

Task 14: NDHFA will notify the City of Minot if it becomes aware a household is no longer residing in the property or is violating any program requirements. The City of Minot will be responsible for any necessary program or legal action to enforce the program requirements. The City of Minot may ask NDHFA to help facilitate any actions they wish to undertake and NDHFA may, at its discretion assist the City of Minot.

B. National Objectives

Program Activities funded with CDGB-NDR funds must meet the CDBG program's National Objective to benefit low- and moderate-income persons as defined by HUD.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment will include such measures as: number of LMI households assisted within the agreed upon schedule of performance. Performance Measures for the NDR Homeownership Incentive Program will be established in the policies and procedures document and will include time frames for performance.

D. Staffing

North Dakota Housing Finance Agency (sub recipient) continues to demonstrate outstanding competence and expertise in housing finance; working with local, regional, state and national banks and realtors; coordinating with municipalities, non-profits, and other agencies to support affordable housing within North Dakota, and providing technical assistance, training, research, and other related services. The staff of the sub recipient will coordinate with the City of Minot and the City's implementation program manager, CDM Smith.

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards. 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 sub recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

- a. **TIME OF PERFORMANCE** The effective date of this agreement shall start on the 30th day of November, 2017 and end on the 30th day of November of 2020. The term of this Agreement and the provision herein may be extended as mutually agreed by both parties. The agreement and the provisions herein shall be extended to cover any additional time period during which the sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

Sub recipient will completed this project in accordance with a mutually agreeable project schedule for a not to exceed budget of \$265,000. The sub recipient will be reimbursed actual costs including staff salaries, fringe benefits, allowable overhead, and expenses for this project. Expense documentation will be maintained by NDHFA and will be available to the City of Minot as policy and procedures require. Any indirect costs charged must be consistent with the conditions of this Agreement.

Travel may be required for this project. All travel will adhere to NDHFA's travel policy and will follow federal travel regulations. Travel expense documentation will be maintained by NDHFA and will be available to the City of Minot as policy and procedures require.

- b. **Budget** The Grantee may require a more detailed budget breakdown and the sub recipient shall work with the grantee to provide additional budgetary information in a timely manner. Any amendments to the budget must be approved in writing by both the Grantee and the Sub recipient.

F. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$265,000. NDHFA will be reimbursed actual costs not to exceed the budgeted amount. Drawdowns for the payment of eligible expenses shall be made against the program budget specified herein and in accordance with performance measures. Expenses for general administration shall also be paid against the budget and in accordance with performance.

Payments may be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

G. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

1) Grantee: John Zakian, Program Manager, National Disaster Resilience Project, City of Minot, John.Zakian@minotnd.org 701-420-4528

2) Sub recipient: Jolene Kline, Executive Director NDHFA,
701 328-8872, jkline@nd.gov

II. General Conditions

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The

Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonding and Insurance.

E. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement. 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 Sub-recipient.

G. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which 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 Sub-recipient 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 Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect. In accordance with Appendix II to CFR Part 200 (B) , this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards the Sub-recipient agrees to comply with 2 CFR 200.300 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles the Sub-recipient shall administer its program in conformance with 2 CFR 200.400 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be maintained:

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200.302. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention:

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement to match the period of the first mortgage or CDBG requirements whichever is greater. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data:

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure:

Except where disclosure is otherwise required by law, the Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs:

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 foregoing, the terms of this

Agreement shall remain in effect during any period that the sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and 2 CFR 200.500.

C. Reporting and Payment Procedures

1. Program Income – Program Income defined in 24 CFR 570.500 shall be managed in accordance with the provisions of the Program Policies and Procedures.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, 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 Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee semiannually in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.300

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

There shall be no use and therefore no disposition of real property and equipment under this agreement.

V. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

There shall be no Acquisition nor Relocation under this Agreement.

VI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR

570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it is committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall provide a copy of the agency's plan for an Affirmative Action Program.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

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

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards – Not applicable

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement

d. Selection Process

The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis Agreement. In accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees 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.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

a. 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;

b. 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; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d. Lobbying Certification

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.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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

VII. ENVIRONMENTAL CONDITIONS (NDHFA will receive environmental clearance from the City before proceeding with program)

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Date: 1-31-18

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

By



[Sub-recipient]

By

