

CDBG-NDR AGREEMENT BETWEEN THE CITY OF MINOT AND IEDC

THIS AGREEMENT, entered this 19th day of September, 2017 by and between the City of Minot (herein called the "Grantee") and IEDC (herein called the "Sub-recipient"). WHEREAS, the Grantee has applied for and received funds from the United States Government under 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

A. Activities

The Sub-recipient will be responsible for the following tasks under the CDBG-NDR Planning activity 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-NDR Planning Activity:

Task 1: Background research to assess economic recovery needs for Minot

This task will build on the extensive research and analysis developed during the National Disaster Resilience Competition (NDR) and subsequent research conducted in the NDR implementation process. IEDC will develop additional background research to further evaluate and assess the needs and priorities of this disaster impacted community, with particular focus on downtown Minot and the importance of this area to the city's overall economic recovery and social and community connectivity that was seriously impacted by both the 2011 floods and the oil boom that followed. This assessment will lay a foundation to document the crucial importance of downtown Minot to the community and the region, identify opportunities to leverage new investment and build on changes in the downtown, and evaluate strategies to utilize key NDR projects including the gathering place and relocated city hall as a catalyst for downtown revitalization. This background information will allow IEDC to design an effective technical assistance program (described below) for public, private, institutional, and community stakeholders. This familiarity would facilitate the IEDC Team's outreach efforts, allowing them to more effectively design tailored recovery and resilience strategies for Minot, especially connecting strategies and actions within the downtown to the economic zones elsewhere in the city.

IEDC staff will use existing available research and analysis, internet-based research, and local planning documents to more fully evaluate the unique recovery needs of downtown Minot. We would review:

- NDR application document and benefit cost analysis conducted for the phase II application
- Housing Supply and Demand Studies conducted in 2013 and 2016
- Minot River Front and Center Plan
- Downtown parcel and building evaluations prepared by the Minot Planning Department
- Souris Basin Planning Council Economic Development studies
- Souris Basin Economic Development Recovery Strategy
- City of Minot Comprehensive Plan

- Ward County ND Economic Development Strategic Plan 2013
- North Dakota Economic Development Strategic Plan
- Economic Impact Study for Minot Air Force Base
- Minot Air Force Base Joint Land Use Study

In addition to the review of this research and analysis, IEDC staff will evaluate:

- Economic indicators from regional, state, and federal sources to gain further insight on the changing economic and market conditions affecting Minot and more specifically the downtown area
- Engage stakeholders to identify needs and opportunities
- Local capacity to address economic recovery issues and opportunities in downtown Minot
- Determine what the community sees as their greatest need in terms of outside assistance to help identify and implement recovery strategies for downtown

As discussed above, IEDC will analyze all of the information and data to provide intelligence for the city and technical assistance team. Information collected will be analyzed and a summary of findings prepared. IEDC will work with CDM Smith in its capacity as the city's contractor for program delivery under NDR in developing a market analysis tool as a result of its analysis that can be used by the city and its partner business and economic development organizations to document NDR investments such as The Gathering Place, relocation of City Hall, and establishment of the Technology Training Center to enhance decision-making and leverage marketing for positive economic development outcomes.

Task 2: Conduct a Leadership Workshop to facilitate a better understanding of Economic Development Strategies and Best Practices for a Resilient Downtown Minot

Community and business leaders will benefit from active engagement in the downtown economic development process. By collaborating with and tapping into the expertise of the IEDC team, Minot's recovery effort will have the advantage of working with professionals who have experienced similar market conditions and have successfully leveraged opportunities to attract new businesses and capital to downtown environments, retained existing businesses, and helped to create exciting new developments and businesses in the core of the city.

The Leadership Workshop will bring outside experts together to share information, best practices, and innovative strategies to strengthen Minot's recovery efforts. Some of the topics included in the workshop may include:

- Helping local leaders to issues and trends and first-hand knowledge of the data and analyses that are part of this effort
- Building capacity for economic recovery and social resilience in downtown Minot
- Business retention, expansion, and attraction strategies for this unique environment
- Capturing bi-national opportunities for enhancing downtown
- Entrepreneurship and small business development efforts, linkages with programs at Minot State University
- Marketing and attraction strategies, helping existing downtown business become more competitive

- Leveraging new and existing assets including new parking facilities, opportunities for special events and weekly activities to bring more people downtown
- Evaluating opportunities to bring targeted businesses into downtown including technologies and office operations related to the oil and gas industry, office and laboratory operation in the agri-technology fields, etc.

The workshop will be presented to:

- Downtown Business Association and Community and Regional Business Leaders
- Elected Officials
- Representatives of key local institutions and organizations (Minot State University, Minot Air Force Base, Chamber of Commerce, Minot Area Development Corporation, civic groups, etc.)
- Local and regional financial institutions

The workshop will be presented by IEDC senior staff and other experts will serve as instructors and facilitators. A sample agenda is attached. IEDC will survey participants to assess quality outcomes and increased collaboration between community and city leaders.

Task 3: Provide Customized Technical Assistance

IEDC will provide customized technical assistance to address the unique opportunities and challenges facing downtown Minot to support a resilient economic recovery and enhance social connectivity as identified in Minot’s NDR application. With IEDC’s assistance, challenges driven in part by the recent natural disaster and economic shock and new opportunities including the Downtown Gathering Place, City Hall, and adaptive re-use of some of the Trinity building will continue to transform Minot’s central core and create additional economic diversification that will help the entire region. The IEDC Team will identify peers that have faced similar challenges and opportunities to achieve success and overcome obstacles. Technical assistance teams create an opportunity for peers to come together and share lessons learned and strategies to both recover and achieve greater economic resilience.

The technical assistance services will focus on specific implementation of the identified economic recovery and resilience strategies for downtown Minot and how these strategies can be expanded to foster economic recovery for other areas of the city. This initiative will identify strengths, weaknesses, opportunities and threats, identify priority needs and opportunities, and suggest strategies to spur Minot’s economic resilience.

IEDC has developed a successful model of an expert panel advisory process to deliver such technical assistance. Drawing on its membership base, IEDC will assemble nationally recognized experts in downtown redevelopment, entrepreneurship, post-disaster recovery, social connectivity, and economic resilience. IEDC will prepare the team, share background research and take care of the logistics to bring the team to Minot. IEDC will coordinate a schedule with Minot for the site visit and meetings with local stakeholders.

Depending upon the needs of the community, the IEDC Team would assist with developing an action plan focused on implementing the following economic development functions focused on downtown Minot:

- Business retention, expansion and attraction
- Entrepreneurial and small business development
- Land planning and real estate redevelopment
- Funding and financing options for downtown redevelopment
- Marketing and messaging

This process will be based on expert panel site-visits and analysis. IEDC will assemble a group of experienced staff and volunteer economic development experts who will spend two to four days in the community assessment the strengths, needs, challenges and opportunities and provide recommendations. This expert panel would act in an advisory, problem-solving capacity on site.

The expert panel process primarily consists of four steps: 1) background research, 2) site visit preparation, 3) site visit and 4) final report.

1) Background Research

Actually set up as Task #1 to this proposal, the first step is an information gathering exercise to collect background material and prepare a background packet. The purpose of this packet is to familiarize the Team with the community, the area's disaster-related issues, current economic recovery efforts, and needs for technical assistance. The host community would be asked to provide project-related information to help IEDC staff to prepare the background material.

2) Site Visit Preparation

IEDC would identify and select a technical assistance panel and coordinate the on-site visit. Drawing on our membership base of professionals, IEDC would assemble a panel of nationally recognized experts with appropriate experience. Special attention would be given to panel members who have direct post-disaster economic recovery experience. As part of this task, IEDC will work with the city's point of contact to organize the site visit, discuss community issues to further refine the scope of work, identify the appropriate local participants and develop an agenda.

IEDC will provide a generic agenda as a guide for the local coordinator to organize meetings with relevant stakeholders. IEDC will rely on the site coordinator to secure a meeting location and schedule all interviews. In addition, staff prepares the panel with relevant background information.

3) Site Visit

As a next step, the team visits the site to conduct interviews with local stakeholders and relevant public/private officials, understand community challenges and opportunities identify sources of support and present preliminary findings. These interview sessions would be used to obtain as much information as possible about opportunities, challenges, assets and strengths. The city may choose to have the team participate in an evening of public meeting.

The two to four day site visit involves interviewing business leaders, economic development professionals and city officials, typically in groups of one to five people. Smaller groups provide

opportunity for more in-depth exchange of information. Meetings may include (but are not limited to):

- Economic development professionals
- Planning and public work staff for the community and region
- Workforce professionals and educators
- Developers, property owners and other real estate professionals
- Local small and medium-sized businesses (typically grouped by industry or commercial type such as manufacturing or retail operation)
- Large businesses and institutions
- Finance and small business professionals
- Regional organizations such as the regional planning council or the regional marketing organization
- Local utility representatives
- Federal officials working in the city or regionally
- University or community college representatives

At the end of the visit, the team presents their preliminary findings, which often include observations as well as preliminary recommendations. Time is allotted in the agenda for team members to analyze all findings, develop recommendation, and make a verbal report. In the presentation, the panel would share lessons learned from their experiences in their communities. This debriefing would be for the city and any other parties that the city identifies. The city may choose to have the team present to a small technical group or make a highly visible presentation to a larger group of stakeholders. Attendees are encouraged to ask questions and comment on the preliminary findings.

Final Report

Within two months following the site visit, IEDC will provide the local community with a full written report summarizing the strategies and actions for improvement made during the site visit. The final report will be supplemented with additional case-oriented research on best practices to illustrate the implementation of strategies and actions in other comparable communities. After the draft report is reviewed by local representatives, changes are made, if any and IEDC provides the final report. It is up to the city to determine if this will become a part of larger city plans.

B. National Objectives

CDBG funds expended for planning costs under § 570.205 and § 570.206 will be considered to address the national objectives.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Sub recipient agrees to provide the following levels of program services:

Task 1 – Background Research to assess economic recovery needs for downtown Minot – to be completed within 2 months of the Notice to Proceed

Task 2 – Conduct a Leadership Workshop to facilitate a better understanding of Economic Development Strategies and Best Practices for a Resilient Downtown Minot – to be completed within 5 months of the Notice to Proceed

Task 3 – Provide Customized Technical Assistance – to be completed within 7 months of the Notice to Proceed

D. Staffing

Under the direction and with the support of IEDC’s Vice President of Knowledge Management, an IEDC Senior Associate with more than 20 years of experience will manage the overall program by coordinating technical assistance projects, training, research and coordination with the City’s point of contact. She will also coordinate the work of other IEDC staff members who will provide technical research and writing support to the project based on how their skills and experience align with particular tasks.

Graduate Fellows and interns will provide research assistance throughout the project. Fellows and interns are typically enrolled in universities located in the Washington, DC region and are tasked with a variety of projects including researching and writing reports, coordinating special events, analyzing data, conference planning and execution and other duties as assigned. Usually their work is accounted for as in-kind value and not charged to the project.

E. Performance Monitoring

The Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. 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.

II. TIME OF PERFORMANCE Services of the Sub recipient shall start on the 19th day of SEPTEMBER 2017 and end on the 19th day of JUNE of 2018. The term of this 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 if applicable.

IEDC will complete this project within 9 months (7 months to complete the project delivery and 2 months to complete the project report) for a total budget of \$90,000, which includes all staff salaries and fringe benefits as well as travel and indirect costs for the IEDC Team. Expense documentation will

be maintained by IEDC and will be available to the City of Minot as policy and procedures require. A breakdown of task costs inclusive of all salaries, benefits, travel and indirect costs is shown for each of the tasks below:

Task #1 is included as an essential component of Task #2 and #3.

Task #2 is proposed at \$25,000

Task #3 is proposed at \$55,000

Travel - \$10,000

Travel will be required for these tasks. The first task calls for bringing 2 senior IEDC staff and instructors to Minot. Travel for technical assistance will consist of IEDC staff members and 2-4 economic development volunteers. Travel includes ground transportation, flights, meals and accommodations. All travel will adhere to IEDC's travel policy and will follow federal travel regulations. IEDC makes every effort to keep travel costs reasonable and documents all competitive pricing for the time period at purchase. Travel expense documentation will be maintained by IEDC and will be available to the City of Minot as policy and procedures require.

An in-kind contribution to the project will come from economic development professionals serving as expert volunteers. These volunteer team members will be identified prior to the consultation and reviewed with relevant Minot staff. Volunteers are typically senior and executive level staff of economic development organizations and economic development districts from across the country. Volunteers are selected based on the expertise and skill set that they can bring to each specific project within this grant. They serve as experts on technical assistance projects, instructors for training workshops and mentoring visits, and advise on publications and issue briefs. Their hourly rates (as defined by their salaries) will be the basis for determining the total dollar value of the volunteer services provided.

F. BUDGET

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub recipient.

G. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$90,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein 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 200.84.21.

H. 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, _____

Sub recipient: LYNN KALIGHT, IEDC

I. 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. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

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

E. 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.

F. 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.

G. Amendments

The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. 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.

H. 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 2 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.

J. 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 2. 2.

2. 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 24 CFR 570.502, and 2 CFR 200.302. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's close-out 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.

4. Client Data (not applicable)

5. Disclosure (not applicable)

6. 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.

7. 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 (not applicable)

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 in the form, content, and frequency as required by the Grantee.

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

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

There shall be no Acquisition nor Relocation under this Agreement.

M. 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. 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 shall be committed to carry 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 submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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 and 570.611, 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.
- d. Lobbying Certification (not applicable)

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.

N. ENVIRONMENTAL CONDITIONS

Planning is exempt under 24 CFR Part 58.

O. 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.

P. 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.

Q. 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.

R. ENTIRE AGREEMENT

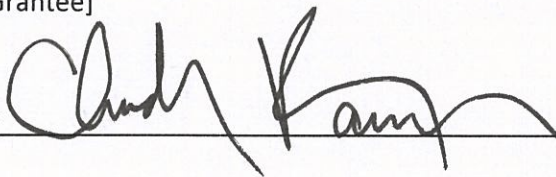
This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with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

Date: SEPTEMBER 19, 2017

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

[Grantee]

[Sub-recipient]

By  By 