

SUBRECIPIENT AGREEMENT BETWEEN
City of Minot and
Minot Area Men's Winter Refuge
For FY24 Utility Assistance

THIS AGREEMENT is entered into this 23rd day of July, 2025 by and between the City of Minot ("Grantee") and Minot Area Men's Winter Refuge (MAMWR) ("Subrecipient") for assistance in reimbursement of utility bills, referred herein individually as "Party," and collectively as "Parties."

I. Recitals

WHEREAS, Pursuant to 24 CFR 570, the Grantee wishes to engage the Subrecipient to assist in their efforts to increase the community's resilience by providing assistance in reimbursing utility bills for the months of October 2024 through April 2025, known herein as the Period of Performance. The Grantee will provide up to six-thousand dollars (\$6,000) of the Grantee's Community Development Block Grant (CDBG) federal award (CDBG funds), pursuant to this Subrecipient Agreement ("Agreement"); and

WHEREAS, the CDBG funds made available for use by the Subrecipient under this Agreement constitute a Subaward of the Grantee's federal award, the use of which must be in accordance with requirements imposed by federal statutes, regulations, and the terms and conditions of the Grantee's federal award and this Agreement, including any ancillary documents attached hereto and incorporated as if fully set forth herein; and

WHEREAS, the Subrecipient has legal authority to enter into this Agreement, and the Subrecipient's governing body approved this Agreement on July 23, 2025, authorizing the Subrecipient to enter this Agreement with the Grantee. By signing this Agreement, the Subrecipient assures the Grantee that it will comply with all the requirements of the CDBG funds described herein; and

NOW, THEREFORE, the Parties, for and in consideration of the sum to be reimbursed by the Grantee, in the manner and at the time provided in this Agreement, and for other covenants and conditions contained in this Agreement, do hereby agree as follows:

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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:

Subrecipient Name, which Must Match the name Associated with its Unique Entity Identifier:	MINOT AREA MEN'S WINTER REFUGE
Subrecipient Unique Entity Identifier:	VPQDJLQZFP21
Federal Award Identification Number (FAIN):	B-24-MC-38-0005
Federal Award Date (see the definition of "Federal award date" in 2 C.F.R. § 200.1) of Award to the Recipient by the Federal Agency:	FY 2024
Subaward Period of Performance Start Date:	October 2024
Subaward Period of Performance End Date:	April 2025
Subaward Budget Period Start Date:	July 1, 2024
Subaward Budget Period End Date:	June 30, 2025
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to Subrecipient:	\$6,000
Total Amount of Federal Funds Obligated to Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$6,000
Total Amount of the Federal Award Committed to Subrecipient by the Pass-Through Entity:	\$6,000
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):	City of Minot will assist with the reimbursement of utility bills including heat, water, sewer, garbage, electricity, phone and internet services
Name of Federal Awarding Agency:	U.S. Department of the Treasury
Name of Pass-Through Entity:	City of Minot, ND
Contact Information for JURISDICTION NAME's Authorizing Official:	Mark Jantzer, Acting Mayor PO Box 5006 Minot, ND 58702
Contact Information for City of Minot's Project Manager:	NDR Grant Administrator PO Box 5006 Minot, ND 58702
Assistance Listings Number and Title. (City of Minot Must Identify the Dollar Amount Made Available under each Federal Award and the Assistance Listings Number at the Time of Disbursement):	14.218 Community Development Block Grants/Entitlement Grants FY24 - \$331,580
Identification of Whether Subaward is R&D:	Not R&D

Federal Program Description

The Subrecipient provides a high barrier shelter for males residing within the city of Minot, ND. This activity is considered a Public Service activity and considered an eligible activity according to 24 CFR 570.201 - 570.207. For reporting purposes in Integrated Disbursement and Information System (IDIS), the matrix code 03T will be used:

03T - Homeless/AIDS Patients Programs 24 CFR 570.201(e) or 42 USC 5305(a)(8) +
24 CFR 570.482(c)(2)

Costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance, and insurance. Because payment of operating costs for these programs is a public service under CDBG, all CDBG expenditures for 03T are included in the calculation of the Public Services cap.

This will be a reimbursable program. Subrecipient will submit the following utility bills during the Period of Performance of October 2024 through April 2025. After processing the request, the Grantee will disburse the approved reimbursement dollar amount up to \$6,000:

Utility
Telephone
Internet Services/WIFI
Heat
Electricity
Water/Sewer/Garbage
Cell Phone

A. Contract Manager

The Grantee's NDR Grant Manager will serve as the Grantee's primary contract manager for this Subaward. The NDR Grant Manager may assign others to provide project delivery support and related services in support of carrying out the purpose and scope of this Agreement. All reports, notices, and other communications required under or related to this Agreement shall be directed as identified below. The NDR Grant Manager will be the final approver reimbursement requests, notices to terminate this Agreement as provided herein and will approve all changes except those that increase the total contract amount which must be approved by the NDR Grant Manager and by the City of Minot City Council.

City of Minot:

NDR Grant Manager
Address: PO Box 5006, Minot, ND 58702-5006
Phone: 701-857-1553
Email: clerk@minotnd.gov

Minot Area Men's Winter Refuge:

Mr. Mike Zimmer, Executive Director
Minot Area Men's Winter Refuge
1038 43rd Street SE, Minot, ND 58701
Phone: 701-822-2585
E-mail: winterrefuge@srt.com

B. Method of Reimbursement

The Subrecipient will submit to the Grantee requests for reimbursement for activities funded under this Agreement that are consistent with an approved budget.

Reimbursement shall be made on an eligible cost reimbursement basis only and in such amounts and increments approved by the Grantee's NDR Grant Manager and the Grantee's Finance Director or designee for various phases of work following submission by Subrecipient of a proper request for reimbursement, including applicable, accurate and complete supporting documentation that substantiates the reimbursement request. Reimbursement requests will be submitted using a form provided by the Grantee (Exhibit A).

The Grantee shall reimburse the Subrecipient CDBG 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. Reimbursement will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Reimbursement will be made upon submission by the Subrecipient of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment

C. Fiscal Responsibility

It is understood and agreed that the total amount of the funds used under this Agreement up to the maximum limit allowed shall be used for the activity outlined in this Agreement. For any funds received under this Agreement for which expenditure is disallowed, Subrecipient shall reimburse those funds back to the Grantee.

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activity carried out under this Agreement shall meet the following national objectives and satisfy the following criteria: Public Services for the homeless at 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2). The Subrecipient shall maintain documentation to demonstrate compliance.

D. SAM.com Registration

The System for Award Management, or SAM, is a government-wide portal that consolidates the capabilities of multiple systems and information sources used by the Federal government conducting the acquisition and financial assistance (which includes grants and cooperative agreements) processes. The Subrecipient must provide proof of active registration in the SAM.gov system within thirty (30) days of notification.

Subrecipient further certifies that it shall immediately notify the Grantee if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible or otherwise excluded from participation, and that it shall not enter into a subcontract with a person or organization that is debarred, suspended, declared ineligible, or

voluntarily excluded from participation. The Grantee may pursue available remedies in the event of such occurrence including immediate termination of this Agreement. The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" with all sub-contractors in all covered transactions and in all solicitations for covered transactions in accordance with 45 CFR Part 76.

E. Prohibited Activities

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

III. Subrecipient Obligations, Representations, and Warranties.

Subrecipient Obligations. The Subrecipient agrees to comply with the following obligations including applicable Federal Requirements attached hereto as Exhibit B:

1. Utilize normal and customary practices and procedures for the delivery of the activity and provide a level of service that is consistent with the level of service for similar programs administered by the Subrecipient exclusive of this Agreement
2. Subrecipient shall require any third party to comply with all lawful requirements necessary to ensure that any activities are carried out in accordance with this Agreement
3. Subrecipient shall adhere to the uniform administrative requirements of 24 CFR 92.505
4. Subrecipient shall comply with the requirements and standards of 2 CFR 200 et. seq. as applicable, including establishing and/or maintaining compliant accounting systems. Such systems will be subject to monitoring from time to time by the Grantee and/or by HUD
5. The Subrecipient will prepare and submit to the Grantee a report outlining the number of beneficiaries who were served during the Period of Performance
6. Subrecipient accepts and understands that no obligations can be incurred, nor expenses undertaken until and unless all necessary environmental reviews have been completed and approved by HUD acknowledged by the City of Minot as Grantee receiving "Release of Funds" notification from HUD.

Indemnification by Subrecipient. Notwithstanding the foregoing, Subrecipient agrees to defend and indemnify Grantee from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Subrecipient's performance after the assignment of the Lease Agreement to the PSND/Assignee.

Subrecipient's Representations and Warranties. Subrecipient represents and warrants the following as a material inducement for the Subrecipient to enter into this Agreement:

1. Subrecipient is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the Grantee will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Subrecipient is a party or by which Subrecipient is bound.
2. All actions required to authorize Subrecipient to enter into this Agreement have been taken, and this Agreement is a valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The person executing this Agreement on behalf of Subrecipient has the full power and authority to bind Subrecipient to the terms hereof.

IV. Grantee's Obligations, Representations, and Warranties.

Grantee Obligations. The Grantee shall disburse funds in a timely manner, subject to draw down approval and availability from HUD as described in this Agreement. Grantee will advise the Subrecipient promptly if there are concerns about the project and work with the Subrecipient to resolve issues of concern. The Grantee will provide reasonable technical assistance to the Subrecipient to comply with applicable federal requirements and regulations governing the use of these federal funds. The Grantee will oversee the preparation of the environmental review and ensure all environmental review requirements as described in 24 CFR 58 are met.

Grantee's Representations and Warranties. The Grantee represents and warrants the following as a material inducement for the Grantee to enter into this Agreement:

1. The Grantee is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the Grantee of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the Grantee is a party or by which the Grantee is bound.
2. All actions required to authorize the Grantee to enter into this Agreement have been taken, and this Agreement is a valid and binding obligation of the Grantee, enforceable in accordance with its terms.

3. The person executing this Agreement on behalf of the Grantee has the full power and authority to bind the Grantee to the terms hereof.

V. Miscellaneous Terms and Conditions

1. **Amendments.** The Grantee or Subrecipient may amend this Agreement provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or the Subrecipient from its obligations under this Agreement.
2. **Termination.** If either party commits a breach of its obligations under this Agreement, the other party may terminate the agreement by giving the breaching party at least thirty (30) days' prior notice, except that any such notice will not result in termination if the breaching party cures that breach before the thirty (30) days elapses. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.
3. **Non-Litigation Covenant.** The release in this Agreement may be plead as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding any mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
4. **Binding Effect.** The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
5. **Notice.** Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), to the Contract Manager as specified in paragraph II.A. of this Agreement.

6. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the Grantee upon written request by the Grantee.
7. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.
8. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
9. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.
10. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.
11. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.
12. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this

Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

13. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

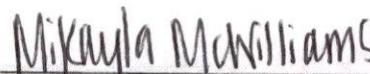
THE UNDERSIGNED, as authorized officials on behalf of the Parties, have executed this Agreement for Subrecipient reimbursement, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE: CITY OF MINOT


Mark Jantzer, Acting Mayor

Date: Aug 4, 2025

Attest:


Mikayla McWilliams, City Clerk

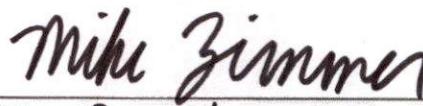
Date: August 4, 2025

Attest:


David Lakefield, Finance Director

Date: August 16, 2025

SUBRECIPIENT: MAMWR


Title: Executive Director

Date: 7/23/25

Attest:


Title: Board Vice Chair

Date: 7/23/25

Exhibit A

Draw Request

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CDBG - ENTITLEMENT GRANT
DRAW REQUEST

DRAW INFORMATION

Project Name		Recipient Name
Draw Request Prepared By	Telephone Number	Developer TIN
Draw Request Number	Amount Requested \$	Preferred Method of Payment ACH/Wire <input type="checkbox"/> Check <input type="checkbox"/>

REQUEST SUMMARY

1. Support Costs \$	2. Funds Received To-Date \$	3. Funds Requested not received to-date
4. Total Funds Requested To-Date (2 plus 3) \$		5. Funds Available for this Request (1 less 4) \$
6. Amount of this Request \$		7. Balance of Funds Remaining for Future Requests (5 less 6) \$
Description of use of funds from this draw (must provide invoices supporting use of all funds)		

OTHER PROJECT FUNDING BEING DRAWN FROM ALL SOURCES

Funding Source	Total Available	Amount Drawn Down To-Date
	\$	\$
	\$	\$
	\$	\$
	\$	\$

CERTIFICATION OF RECIPIENT

To the best of my knowledge, the information contained in this form is correct and all disbursements are in compliance with Entitlement program requirements.

Name of Recipient	Title of Recipient
Signature	Date

APPROVAL BY CITY OF MINOT

City of Minot Authorized Signature	Date
Additional Authorized Signature	Date



CDBG Reimbursement & Progress Report

Name of Subrecipient (Agency) _____

Beneficiary data date range

Please complete the following table and questions

Do not duplicate data from prior reports. Service projects – only report on **new** clients in the table.
Housing projects: only give data for housing units that are completed & occupied in the table below.

Race and Ethnicity	Beneficiaries/Clients served			
	Number of Persons	Number of Households	Number of Persons Hispanic	Number of Households Hispanic
American Indian/Alaska Native				
Asian				
Black/African American				
White				
American Indian/Alaska Native and White Asian and White				
Asian and White				
Black/African American and White				
American Indian/ALASKA Native and Black African/American				
Other				
Total Beneficiaries*				
Income Category of Beneficiaries/Clients served				
Very Low Income				
Low Income				
Moderate Income				
Not low & moderate income				
Total Beneficiaries*				
Household Composition				
Female headed Households				
Elderly Households				
Persons with Disabilities				

***Note:** total number of beneficiaries must be the same in both categories.

Exhibit B
Applicable Federal Requirements

Other Requirements to Comply with Federal Statutes, Regulations, and the Terms & Condition of the Federal Award.

The CDBG 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 Federal 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.

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 funds available under this Agreement. These Federal Register notices include, but are not limited to, Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016 / Notice and Federal Register / Vol. 82, No. 150 / Monday, August 7, 2017 / Notice. Notwithstanding the foregoing, (1) the Subrecipient does not assume 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 funds in complying with its obligations under this Agreement, regardless of whether CDBG funds are made available to the Subrecipient on an advance or reimbursement basis.

A. 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: Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016. The Subrecipient shall carry out the activities under this Agreement in compliance with the Grantee's procedures to prevent duplication of benefits. Subrecipient shall complete a Duplication of Benefit Affidavit and sign a Subrogation Agreement.

B. Drug-Free Workplace

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).

C. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR §200.325 and §200.310.

D. 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 except as provided in 24 CFR 570.502(a) and (b). These provisions include:

1. Financial & Program Management

The Subrecipient shall expend and account for all CDBG funds received under this Agreement in accordance with the requirements in 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management. Go to <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> for the specific requirements.

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:

- a. Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency;
- b. Fines penalties, damages, and other settlements are unallowable costs to the CDBG program;
- c. 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);
- d. Organization costs (2 CFR 200.455); and
- e. Pre-Award Costs, as limited by this Agreement

E. Documentation and Record Keeping

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 I of this Agreement, Scope of Service. At a minimum, the Subrecipient shall maintain records required by 24 CFR 570.506 as stated under Recordkeeping in Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016 / Notice.

These records include but are not limited to: 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 federal award.

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. The U.S. Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Minot, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interviewing and discussion related to such documents.

Prior to close-out, further defined in Section F of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement have met the requirements of the federal award. 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 six (6) years after the expiration or termination of this Agreement, or six (6) years after the submission of the Grantee's annual

performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is, however, subject to the following exceptions:

1. 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 three (3) years after final disposition of the assets;
2. 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;
3. If any litigation, claim, or audit is started before the expiration of the three (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;
4. When the Subrecipient 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;
5. When records are transferred to or maintained by HUD or the Grantee, the three (3)-year retention requirement is not applicable to the Subrecipient;
6. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Grantee's fiscal year in which the program income is earned.

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.

F. Program Close-out

Program Close-out is the process by which the Grantee determines that all applicable actions and all required work on the project including audits and resolution of any audit findings have been completed. Findings from the Grantee's monitoring visits must be cleared up prior to close-out. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed.

The Subrecipient shall close-out its use of the CDBG funds and its obligations under this Agreement by complying with the close-out 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 Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

G. 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 grantee must have an active registration in SAM.gov in accordance with 2 CFR part 25, Appendix A, and must have a Data Universal Numbering System (DUNS) number. The Grantee Subrecipient must also comply with the 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.

H. Nondiscrimination

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 (HCDA) (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 as a whole or in part with Community Development Block Grant-Disaster Relief (CDBG-DR) 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.

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 requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, subpart K, insert: "and 24 CFR 570.601 and 570.602". 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 proceedings arising thereunder.

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 outlined in this Agreement.

If the federal financial assistance under this Agreement is to provide for 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 affecting 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.

Affirmative Action - 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 implement 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 provide a copy of their plan for an Affirmative Action Program for approval prior to the release of funds under this Agreement.

1. **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.
2. **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 (this sentence doesn't appear to be complete)

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

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 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).

J. Conduct

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.

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.

The Subrecipient certifies that:

1. 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;
2. 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 Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. 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.

K. 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.

L. Environmental Conditions

The Subrecipient shall not obligate nor expend funds for any choice-limiting Project activity under this Agreement until notified, in writing from the Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(s) and that a HUD-approved Request for Release of Funds and certification has been issued. The Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide the Grantee with timely and accurate Project information as the Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. In the event that there is a proposed change in the location or scope of a Project activity, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining the Grantee's prior written approval. Any such Grantee approval shall be subject to the Grantee's sole determination as to whether or not the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the Project activity.

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 HCDA 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 this Agreement.

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

1. 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).
2. 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;
 - a. Lead-Based Paint - The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this Agreement.
 - b. Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are made available. The responsibility for certifying the appropriate ERR and ROF shall rest with the Grantee. It is the responsibility of the Subrecipient to notify the Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by the Grantee.