

SUBRECIPIENT AGREEMENT

BETWEEN

COLUMBUS, GEORGIA CONSOLIDATED GOVERNMENT

AND

**UNITED WAY OF THE CHATTAHOOCHEE VALLEY
TO**

**PROVIDE FUNDING FOR A POVERTY REDUCTION INITIATIVE
PAID FOR BY AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS**

This Agreement is made and entered into this ____ day of _____, _____, by and between Columbus, Georgia Consolidated Government, a political subdivision of the State of Georgia, its successors and assigns (hereinafter "CCG"),

AND

United Way of the Chattahoochee Valley, with a principal office address, 1005 Front Avenue, Columbus, GA 31901, its successors and assigns (hereinafter "Subrecipient"), and together with CCG, "Parties."

ARTICLE I
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective Parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions that follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, on March 11, 2021, The American Rescue Plan Act (Public L. 117-2) was enacted, through which seventy-eight million, four hundred and eight-two thousand, and thirty-eight dollars and 00/100 cents (\$78,482,038.00) in funding (the "Prime Award") was allocated to CCG to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, CCG wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of CCG's federal award by committing up to \$400,000 of CCG's federal award, pursuant to this Subrecipient Agreement; and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of CCG's federal award to Subrecipient for its performance of the work described below. This agreement is a cost reimbursement agreement, except where reasonable advanced payment is necessary to provide requisite operational funds and are used only for actual and allowable costs, pursuant to which CCG will reimburse Subrecipient for and only for, certain actual and allowable costs toward the Subrecipient's project, as more specifically described in this Agreement as **Exhibit A** (Scope of Work) and **Exhibit B** (Budget), attached hereto and incorporated herein by reference. Subrecipient must use the funds provided hereunder in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of CCG's federal award; and

WHEREAS, Subrecipient warrants, certifies and represents that it has the legal authority to apply for this subaward of Federal funds, and the institutional, managerial and financial capability

(including securing funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described herein; and

WHEREAS, CCG desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the CCG, that the Subrecipient will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the CCG relating to the project, as a condition precedent to the release of such funds to the Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

ARTICLE II **GENERAL AWARD INFORMATION**

Federal Award:

Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act
CFDA #: 21.027

Subrecipient Name:

United Way of the Chattahoochee Valley

Subrecipient Unique Entity Identifier (UEI) Number:

Q3Z7A5NU58L3

If not provided at the time of signing of contract, Subrecipient acknowledges that no funds shall be provided by CCG to Subrecipient until such time as Subrecipient provides a UEI number to CCG. Subrecipient acknowledges that failure to timely provide a UEI number as required for federal funding may result in a delay in its receipt of funds pursuant to this Agreement.

Subrecipient Federal Award Identification Number (FAIN) Assigned by CCG:

40312-20220

Subrecipient Award Date:

May 24, 2023

Subaward period of performance & budget period start and end date:

May 24, 2023 through December 31, 2025

Federal Funds Obligated:

\$400,000.00

Project Description:

Poverty Reduction Initiative as further described in the Proposal, attached hereto as Exhibit C and incorporated herein by reference.

Federal Awarding Agency/Pass-Through Entity:

Department of the Treasury
Columbus, Georgia Consolidated Government (Pass through entity)

Research and Development:

No

Fixed Amount Award:

Yes

ARTICLE III
PROJECT, BUDGET, PAYMENT, AND FINAL ACCOUNTING

3.1 Scope of Project. CCG agrees to pay to the Subrecipient up to FOUR HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$400,000.00) (the "Subaward") to reimburse allowable costs to implement the following project (s): Poverty Reduction Initiative. The Scope of Project funded under this Subaward is defined by the activities described within the Scope of Work attached as **Exhibit A** and the approved budget attached as **Exhibit B**, which are hereby incorporated by reference, and have a central role in determining allowability of costs to be reimbursed by CCG.

3.2 Proposed Changes to Scope of Project.

3.2.1. Prior Approval Required. In accordance with 2 C.F.R. § 200.308, Subrecipient shall request prior approval from CCG to deviate from the approved Scope of Project. Failure to obtain such prior approval may result in disallowance of costs associated with the deviation, and/or any out of scope activity, in accordance with 2 C.F.R. § 200.339.

3.2.2 CCG Review and Approval. CCG shall consider all requests for changes in the scope of the approved project in good faith. Subrecipient acknowledges that such changes, depending upon the specific facts and circumstances of the request, may require approval of the Federal Awarding Agency, in which case CCG's review and final action on the request may be delayed.

3.3 Upper Limit. In consideration for performing the activities described in Article III, CCG shall submit one advance payment to Subrecipient and cost reimbursement thereafter pursuant to 2 C.F.R. §200.305(b) for allowable costs (as defined at 2 C.F.R. Part 200 (Subpart E) up to a total amount not to exceed the maximum (or "ceiling") amount listed in \$400,000 per **Exhibit B**.

3.4 Budgets.

3.4.1 Budgets. Attached hereto and incorporated by reference herein at **Exhibit B**, is a line-item budget (the "Budget") for Subrecipient's Scope of Project. This Budget has a central role in defining Scope of Project and determining allowability of costs paid by CCG under this Agreement.

3.4.2 Expenditure of Grant Funds.

3.4.2.1 Consistency with Budget. Except as expressly provided herein, Subrecipient shall expend the funds awarded hereunder in a manner consistent with the approved Budget.

3.4.2.2 Budget Revisions. Funds may be shifted between line items of a single project with prior approval of the CCG Finance Department. Subrecipient must submit a Budget Revision Form and a written justification to the Finance Project Analyst within the CCG Finance Department. A budget revision must include a revised Program Budget that accurately displays the necessary budget breakdown to carry out the project and a letter signed by the authorized official. Budget revisions must not significantly affect either the scope or objective of the project. (The "scope" of the project is the nature, location or magnitude of the work described in the Agreement. The "objectives" of the project are measurable performances involved in the Agreement including the impact and degree of benefit to the identified population and environment that the project is proposed to provide.) Budget revisions are considered "approved" upon written receipt of approval from CCG.

3.4.2.3 Period of Availability of Funds. Funds made available under this Agreement may only be used for obligations incurred during the project period for which the funds are awarded.

3.4.2.4 Prior Approvals for Certain Deviations from Budget. Deviations from the approved Budget, as well as transfers between direct and indirect budget categories require CCG prior approval regardless of amount, unless otherwise authorized, consistent with 2 C.F.R. § 200.308 or the terms and conditions of the Prime Award to CCG.

3.4.3 Program Income. Subrecipient shall report to CCG any program income (as defined at 2 C.F.R. §§ 200.1 and 200.307) generated in performance of this Agreement. Program income earned in performance of this Agreement shall be considered added to the total amount of this subaward and its expenditure is subject to all the terms and conditions applicable to the federal funds provided under this subaward. Subrecipient agrees that all program income (if any) received will be expended for program expenses prior to use of the subaward funds.

ARTICLE IV

PERFORMANCE STANDARDS, REPORTING REQUIREMENTS, AND PAYMENTS

4.1 Program Description.

4.1.1 Program Description. This subaward agreement is conditional on the Subrecipient meeting the performance standards and tasks as defined in Article IV, Performance Standards, Reporting Requirements, And Payments and Exhibit A - Proposal.

4.1.2 Projected Outcomes. The goal for this program is to reduce poverty by 50% throughout the City of Columbus by developing a 10-year actionable poverty reduction strategic plan, with stakeholder. The initiative will comprehensively survey State-level policies and regulations to identify those that create barriers for individuals and families working to achieve financial self-sufficiency and oversee advocacy work to know down those walls. Also, the program will lead a development campaign to raise awareness, fund pilot projects, and ensure this work can go forward until the goal is reached.

4.2 Performance Standards.

4.2.1 Deliverable Requirements. Subrecipient must report to CCG quarterly on the progress made of towards reducing the city's poverty rate.

4.2.1.1 PERIOD 1: Initial Period: Provide benchmark performance reports for the reporting period to include the following:

- 1) Submission of Timeline/Action Plan Per Final Assessment Report
- 2) Executed Subrecipient grant award agreement
- 3) Job descriptions for all grant funded personnel
- 4) Copies of subcontracted service agreements

4.2.1.2 QUARTERLY beginning May 24 2023 to September 30, 2023: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period
- 2) Provide the number of participants served to include participant demographics
- 3) Summarize progress towards meeting projected outcomes to include identifiable data metrics
- 4) Provide financial reports and backup documentation for reimbursement

4.3 Payment.

4.3.1 Advanced Payment. Pursuant to 2 C.F.R. 200.305(b), CCG may, upon request by the Subrecipient, make an advanced installment payment to Subrecipient of \$50,000, to assist with immediate cash requirements of the Subrecipient in carrying out the purpose of the approved program or project.

4.3.1.1 Reporting Requirements. Subrecipient shall submit to CCG quarterly detailed expenditure reports outlining actual operational and administrative expenditure as well as actual initial start-up purchases by 5th of the month following the end of a quarter, as outlined in **Exhibit D**, attached hereto and incorporated herein, which shall be in the form, content and frequency as required by CCG. Such detailed reports shall include receipts; purchase orders; time sheets for each employee, agent, officer, director, or other individual doing work on behalf of Subrecipient pursuant to this Agreement; and any other documents reasonably requested by CCG. Said time-sheets shall be approved by a member of the Board of Subrecipient, or by an employee of Subrecipient who is not compensated pursuant to this Agreement. If Subrecipient fails to submit progress reports, CCG may withhold processing reimbursement requests until Subrecipient submits such progress reports.

4.3.2 Requests for Payment. If CCG cannot, pursuant to 2 C.F.R. 200.305(b), make the \$50,000 advanced payment to the Subrecipient, or at any point chooses not to provide all or any part of the advanced payment, then CCG shall make payments to Subrecipient on a reimbursement basis.

4.3.3 Payment by CCG. In the event that CCG makes payments to the Subrecipient on a reimbursement basis, CCG will pay Subrecipient for properly documented costs within thirty (30) days of Subrecipient's submission of the request for payment, provided that such costs are allowable and allocable pursuant to 2 C.F.R. Part 200 and consistent with the approved Budget.

4.3.4 Unallowable Costs. Under no circumstances shall CCG be required to pay in advance or to reimburse unallowable costs.

4.3.4.1 Questioning Costs. If CCG questions the allowability of any costs reflected in a request for payment or costs shown on the detailed quarterly reports if paid in advance or on a reimbursement basis, CCG shall promptly provide Subrecipient with written notice of those questions and their bases. Payment of questioned costs may be withheld by CCG until the questions are resolved; however, CCG shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

4.3.4.2 CCG's Disallowance Right. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that CCG determines that any cost for which reimbursement is sought, or has been previously paid, is unallowable, (i) CCG shall be entitled to recoup such amount from Subrecipient and (ii) Subrecipient shall promptly pay over such amount to CCG. Additionally, if CCG reasonably believes that Subrecipient is in noncompliance with any applicable rules or regulations, or any provisions of this Agreement, CCG may choose to withhold processing advance payments or reimbursement requests until such time as the Subrecipient is found to be in compliance by CCG, or is otherwise adjudicated to be in compliance.

4.3.4.3 Liability for Unallowable Costs. Subrecipient shall be liable for payment of any costs (including, but not limited to, interest and penalties) incurred by Subrecipient under this Agreement (whether charged to funds made available under this Agreement or program income generated hereunder) which may be disallowed by the Federal Awarding Agency, or other appropriate federal or state officials. CCG agrees that, in the event that the Federal Awarding Agency disallows any cost incurred by Subrecipient under this Agreement, CCG will, at Subrecipient's request, pursue appropriate administrative appeals to the Federal Awarding Agency (or such other agency), *provided that* Subrecipient agrees to pay all costs associated with any such appeal and that CCG agrees that Subrecipient's claim or defense is not frivolous and that Subrecipient can provide all necessary documentation to pursue the appeal.

4.3.4.4 Cooperation Regarding Clarifications and Appeals. In the event of a disallowed or questioned cost, Subrecipient may request that CCG (i) seek guidance from the Federal Awarding Agency, or, (ii) if necessary, pursue an appeal of a Federal Awarding Agency's determination that certain costs are unallowable in accordance with Section 3.5.3.3 (Liability for Unallowable Costs). If necessary to avoid interest or penalties, CCG may require Subrecipient to pay over the amount

in dispute pending any such clarification or appeal.

4.3.4.5 Survival. CCG's right to question and disallow costs shall survive the termination or expiration of this Agreement.

4.4 Availability of Funds Limitation. The continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to CCG under the Prime Award. CCG shall promptly notify Subrecipient, in writing, of any modification or cancellation of said Prime Award that might impact this subaward. If CCG determines, in its sole discretion, notwithstanding reductions in grant funding, that funding remains available for some or all of Subrecipient's activities hereunder, the Parties will make reasonable efforts to amend this Agreement so as to reasonably achieve its objectives at a reduced level; *provided that* CCG retains the right to terminate the Agreement in accordance with Article X.

ARTICLE V NOTICES

Subrecipient and CCG agree that all 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:

If to CCG:

Columbus, Georgia Consolidated Government
Attention: City Manager
P.O. Box 1340
Columbus, GA 31901

With Copies to:

Finance Director
P.O. Box 1340
Columbus, GA 31901

City Attorney
P.O. Box 1340
Columbus, GA 31901

If to Subrecipient:

United Way of the Chattahoochee Valley
Attention: Ben Moser
1005 Front Avenue
Columbus GA, 31901

ARTICLE VI
RESPONSIBILITIES OF CCG

CCG agrees to:

- Provide funding to Subrecipient in accordance with this Agreement and federal, state, and local laws;
- Monitor Subrecipient to ensure the funds subject to this Agreement are used in accordance with all applicable conditions, requirements, and restrictions;
- Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funds subject to this Agreement;
- Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to this Agreement.

ARTICLE VII
RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient agrees to:

- Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, budget, timetable and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the Prime Award and this Subaward;
- Utilize funds subject to this Agreement to supplement rather than supplant funds otherwise available;
- Comply with all financial reporting requirements of CCG and federal government related to the use of funds subject to this Agreement;
- Promptly reimburse CCG for any funds CCG pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which CCG is responsible regarding American Rescue Plan Act funds;
- Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law determines compliance with conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded has not been achieved;
- Make records and personnel available to CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law to perform reviews, audits, or investigations in relation to the funds subject to this Agreement;
- Comply with all terms and conditions contained in this Agreement.

ARTICLE VIII
ACKNOWLEDGEMENT AND ACCEPTANCE OF CCG'S UNILATERAL
RIGHT TO AMEND THIS AGREEMENT AND OTHER AMENDMENTS

8.1 Subrecipient acknowledges and accepts that this Agreement is entered into subject to both Subrecipient's and CCG's compliance with federal, state, and local law, conditions, requirements, and restrictions, as those may change over time. CCG reserves the right to unilaterally amend this Agreement 1) to include terms and conditions required by Federal, state, or local governmental guidelines or policies to be included in this Agreement or 2) upon the suggestion of counsel to amend this Agreement to conform with best practices for subgrant agreements. Subrecipient further understands that CCG, as Grantee, is responsible to the Department of Treasury for the administration of funds and may consider and act upon reprogramming recommendations as proposed. In the event that the CCG approves any modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified and such notification shall constitute an official amendment to this Agreement. Subrecipient acknowledges and accepts that its retention and use of the funding subject to this Agreement is conditioned upon its consent to and compliance with any amendments to this Agreement made by CCG subject to this Article.

8.2 CCG or Subrecipient may amend this Agreement, for reasons other than those stated in subsection A of this Article, 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 are approved by CCG's and Subrecipient's governing body if such approval is required by law. Such amendments shall not invalidate this Agreement, nor relieve or release CCG or Subrecipient from its respective obligations under this Agreement.

ARTICLE IX

ADMINISTRATIVE AND FINANCIAL MANAGEMENT REQUIREMENTS

9.1 Administration and Financial Management: Subrecipient acknowledges that this Agreement is a subaward of federal grant funds and that Subrecipient shall be responsible for proper use, management, and safeguarding of such funds. Subrecipient acknowledges as a general matter, that payments from Coronavirus State and Local Fiscal Recovery Funds will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR part 200, the Uniform Guidance). In particular, Subrecipient hereby represents that it is, and shall remain, in full compliance with the financial management requirements set forth at 2 C.F.R. § 200.302 and internal controls standards set forth at 2 C.F.R. § 200.303.

9.2 Prior Approval for Contracting Out Substantive Work. Subrecipient shall obtain CCG's prior written approval for contracting out any substantive programmatic work related to implementation of this Agreement, consistent with 2 C.F.R. § 200.308. Subrecipient shall follow all federal procurement guidelines as well as its own internal procurement policies for all subcontracting, prior to seeking written approval from CCG.

9.3 Insurance.

9.3.1 Insurance Coverage: Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage to comply with 2 C.F.R. 200.310 (Insurance coverage). Subrecipient shall at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. Subrecipient will provide CCG, a certificate of insurance evidencing the required kinds and amounts of insurance:

- a) Workers' Compensation – As required by Georgia State workers' compensation statutes, with Statutory Limits, and Employer Liability of at least \$1,000,000 each accident for bodily injury or disease.
- b) General Liability - \$3,000,000 aggregate and \$1,000,000 per occurrence.
- c) Umbrella or Excess Liability - \$1,000,000 on a per occurrence basis or with minimum limits of \$3,000,000.

9.3.2 Additional Insured, Subrogation, and Endorsements: Subrecipient shall list CCG as additional insured for all coverages except Workers Compensation. A waiver of subrogation is to be provided in favor of CCG for all policies including Workers' Compensation. Subrecipient's carrier(s) shall provide an endorsement requiring carrier(s) to provide CCG thirty (30) – day written notice of any cancellation of insurance coverage prior to cancellation.

9.3.3 Bonding Requirements: If applicable, Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.326 (Bonding requirements).

9.3.4 Property Coverage. Pursuant to 2 C.F.R. § 200.310, Subrecipient shall, at a minimum, maintain the equivalent insurance coverage for any real property and equipment acquired or improved with funds provided under this Agreement, or program income generated hereunder, as is maintained for other property owned by Subrecipient.

9.3.5 Self-Insurance. The requirement to maintain general liability, workers' compensation, and/or property coverage under this Section 9.3 (Insurance) may at CCG's discretion be satisfied by Subrecipient demonstrating that it maintains an adequate program of

self-insurance.

9.3.6 Evidence of Coverage and Notices. Subrecipient shall, upon execution of this Agreement and upon any renewal of any of insurance coverage required by this Agreement, furnish certificates of insurance to CCG. Subrecipient shall give CCG ten (10) days' advance written notice of any material modification, termination, suspension, expiration or relinquishment of such coverage (except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to CCG).

9.3.7 Survival. The rights and obligations of this Section 9.3 (Insurance & Bonding) shall survive the expiration or termination of this Agreement.

9.4 Documentation, Reports and Recordkeeping

9.4.1 Records to be Maintained: Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided and costs incurred by Subrecipient pursuant to this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 2 C.F.R. Part 200; and
- d. Other reports and records necessary to document compliance with federal regulations.
- e. Records documenting the number of individuals served;
- f. Financial records as required by 31 CFR Part 35, and 2 CFR Part 200
- g. Other programmatic data as determined by CCG and/or outlined in the Compliance and Reporting Guide issued by the Department of the Treasury.

9.4.2 Retention: Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period ending on July 31, 2031 or for a period of ten (10) years commencing on the date of execution of this Agreement, whichever occurs later. 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 said period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of said period, whichever occurs later. Records for real property and equipment acquired with subaward funds shall be retained for three (3) years after final disposition of the property. Subrecipient shall, upon request, transfer identified records to the custody of CCG or the Federal Awarding Agency when CCG or the Federal Awarding Agency determines that such records possess long term retention value.

9.4.3 Data and Reports: Subrecipient shall maintain detailed data, sufficient to demonstrate its successes and failures relative to the goals set forth in this Agreement. Such information shall be made available to CCG or its authorized agents for review upon request. Moreover, Subrecipient shall provide to CCG reports reasonably requested by CCG in furtherance of CCG's reporting obligations under the Prime Award

9.4.4 Disclosure: Subrecipient understands that data collected under this Agreement is of a privileged nature and the use or disclosure of such information, when not directly connected with the administration of CCG's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Subrecipient also understands that CCG is subject to the Georgia Open Records Act and must comply with the requirements thereof. Additionally, Subrecipient shall not post information, photos, videos, or any other identifying material about or including program participants publicly, including on social media, without the express written permission of the participant(s).

9.4.5 Closeout:

9.4.5.1 The Parties' obligations under this Agreement shall not end until all closeout requirements are completed. The Parties shall perform the following activities during the closeout period: making final payment, if required, disposing of program assets (including the return of all unused materials, and equipment to CCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds subject to this Agreement.

9.4.5.2 All closeout activities shall be conducted pursuant to 2 C.F.R. § 200.344 (Closeout), including, without limitation, that Subrecipient must submit to CCG, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required hereunder; Subrecipient shall file a Standard Form 429 (Real Property Status Report) upon completion of the activities hereunder and file the appropriate Notice of Federal Interest in the appropriate Land Records, with subsequent, periodic filings as may be required. Moreover, CCG shall have post-closeout authorities and rights as set forth in 2 C.F.R. § 200.345 (Post closeout adjustments and continuing responsibilities).

9.4.5.3 The closeout of this subaward shall not affect Subrecipient's liability to CCG for unallowable costs; audit requirements of 2 C.F.R. Part 200, Subpart F; property management, use, and disposition obligations; or record retention obligations. Additionally, in the event of an inquiry or disallowance by the Federal Awarding Agency affecting CCG after closeout of this subaward, Subrecipient agrees to make available to CCG, at CCG's request, all information, in any form, including, but not limited to, documents or employee personal knowledge, for CCG's use with respect to such inquiry or disallowance.

9.4.5.4 Collection of Amounts Due. With respect to any amounts due from Subrecipient to CCG upon or after closeout, CCG shall have collection rights commensurate with those of the Federal Awarding Agency under 2 C.F.R. § 200.346.

9.4.5.5 Survival. This Section 9.4.5 (Closeout) shall survive the expiration or termination of this Agreement.

9.4.5.6 Reversion/Transfer of Funds to CCG: Subrecipient shall transfer to CCG any subaward funds remaining at the time of expiration, cancellation or termination of this Agreement, and CCG may in its discretion reprogram the funds to another eligible project.

9.4.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CCG 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, copy, examine, and make excerpts or transcripts of all relevant data, books, records, reports, documents, and papers as they reasonably deem necessary for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient acknowledges that by virtue of this Agreement, it will be subject to audit, and more specifically, per 2 C.F.R. Part 200, Subpart F, may be subject to a Single Audit performed on non-federal entities expending federal grant funds of more than \$750,000.00 in a year. For audit purposes, Subrecipient shall consider and describe the funds provided pursuant to this Agreement as federal "subaward" funds. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient of a notice of deficiencies. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current CCG policy concerning Subrecipient audits and 2 C.F.R. Part 200, Subpart F, as applicable.

The rights and obligations of this Section 9.4 (Documentation, Reports and Recordkeeping) shall survive the termination or expiration of this Agreement.

9.4.7. Open Records and Open Meetings: Subrecipient acknowledges that if it receives 33 1/3% of its total funding from a direct allocation of tax funds from a government entity that it is subject to requirements of the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 - 77) and the Georgia Open Meetings Act (O.C.G.A. §§ 50-14-1 - 6).

9.5 Procurement for expenditures reimbursed under this agreement

9.5.1 Compliance: Subrecipient shall comply with current CCG Procurement Ordinance and other CCG policies in consultation of the Purchasing Division of the Finance Department 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 subject to this Agreement. Title, possession and use of all program assets (real property, equipment, etc.), with the exception of the real property and improvements thereon that are titled in the name of the Subrecipient and are contemplated by the Parties to this Agreement to remain titled in the name of and in the possession of the Subrecipient, shall revert to the CCG upon termination of the Agreement.

9.5.1.1 All procurement transactions funded with federal funds provided under this subaward or with program income generated hereunder ("covered procurements"), regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, and §§ 200.215 and 200.216.

9.5.1.2 Subrecipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

9.5.2 Required Contract Provisions: Consistent with the federal procurement standards Subrecipient shall maintain a written procurement policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.

9.5.3 Security: Subrecipient's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the funds subject to this Agreement, as well as all proceeds, products, rents, royalties, issues and profits thereof.

9.6 Use and Reversion of Assets

9.6.1 Compliance with 2 C.F.R. Part 200: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. Part 200.

9.6.1.1 Expectations Regarding Acquisition or Improvement of Real Property and Equipment and Prior Approval Requirement. The Parties anticipate that Subrecipient will acquire or improve real property or equipment with funds made available under this subaward. Acquisition or improvement of real property or equipment may be accomplished with funds provided under this Agreement, or program income generated hereunder, only with the express prior approval of CCG. To the extent Subrecipient is authorized by CCG to acquire or improve real property or equipment with such funds, the requirements of this Section 8.6 (Use and Reversion of Assets) shall apply. Subrecipient will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from CCG. Subrecipient will record the Federal interest in the title of real property in accordance with CCG directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

9.6.1.2 Definition of Equipment. For purposes of this Agreement, "equipment" shall have the meaning set forth at 2 C.F.R. § 200.1.

9.6.1.3 Ownership, Use, Sharing and Disposition. The provisions of 2 C.F.R. § 200.310 *et seq.* (Property Standards), as applicable, shall apply to the ownership, use, sharing and disposition of tangible property (if any) acquired with federal funds made available under this Agreement and/or program income generated hereunder. CCG reserves its rights pursuant to 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313 to require transfer of real property or equipment acquired with such funds. Subrecipient shall maintain an adequate, up-to-date inventory of all supplies and equipment throughout the term of this Agreement. Subrecipient agrees to transfer title in any used or unused supplies it may have acquired pursuant to 2 C.F.R. § 200.314 to CCG upon termination or expiration of this Agreement, free of compensation of any kind from CCG.

9.6.1.4 Equipment Records. Pursuant to 2 C.F.R. § 200.313(d)(1), Subrecipient shall maintain detailed property records for equipment (if any) purchased with funds made available under this Agreement and/or program income generated hereunder.

9.6.2 Equipment and Proceeds: In all cases in which equipment acquired, in whole or in part, with funds subject to this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be, upon CCG's sole discretion: transferred to CCG, or retained after compensating CCG for an amount equal to the current fair market.

9.6.3 Survival. The rights and obligations of this Section 9.6 (Use and Reversion of Assets) shall survive the termination or expiration of this Agreement.

ARTICLE X

SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS

10.1 Suspension or Termination

10.1.1 General Termination: CCG may suspend or terminate this Agreement immediately upon delivery of written notice to the Subrecipient if CCG loses funding or discovers any illegal conduct or allegation of illegal conduct on the part of Subrecipient. In the event of termination of this Agreement prior to the end of the term for any reason, Subrecipient shall immediately return all property, equipment, materials, and/or supplies purchased pursuant to this Agreement and any unexpended portion of the funds received by Subrecipient to CCG.

10.1.2 Termination for Failure to Materially Comply: In accordance with 2 C.F.R. §§ 200.339 and 200.340, CCG may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

10.1.3 Termination for Convenience: In accordance with 2 C.F.R. §200.340, this Agreement may also be terminated for convenience by either CCG or Subrecipient, 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. If either Party wishes to terminate this Agreement for convenience, it must do so by providing thirty (30) days' Notice to the other Party.

10.2 Other Remedies for Failure to Comply: If Subrecipient materially fails to comply with a term of CCG's federal award, federal, state, or local law, an assurance, this Agreement, or any other

applicable rule, CCG may take any or all of the following actions it deems appropriate in the circumstances:

- a. Demand repayment to CCG of all or part of the funds subject to this Agreement;
- b. Withhold further awards for the Program identified in this Agreement;
- c. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

10.3 Refund Provision: If, at any point and for any reason, the Department of Treasury rescinds or seeks to recover from CCG American Rescue Plan Act funds, CCG may rescind the funds subject to this Agreement from Subrecipient. In the event or to the extent that Subrecipient has expended those funds pursuant to the terms of this Agreement, Subrecipient, at CCG or the Department of Treasury's discretion, may be required to refund those funds to CCG from another source.

ARTICLE XI PERSONNEL PROVISIONS

11.1 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 Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. CCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.

11.2 Workers' Compensation: Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

11.3 Civil Rights

11.3.1 Compliance

11.3.1.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and related executive orders.

11.3.1.2 Regarding Equal Employment Opportunity, Subrecipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that Subrecipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

11.3.2 Nondiscrimination: Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders.

11.3.3 Section 504: Subrecipient 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. CCG shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.4 Affirmative Action

11.4.1 Approved Plan: Subrecipient agrees that it shall be committed to carry out pursuant to CCG's

specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

11.4.2 Women- and Minority-Owned Businesses (W/MBE): Subrecipient 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 agreement. 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. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

11.4.3 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

11.5 Employee Verification: Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. § 1621, the Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement.

11.6 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 C.F.R. §§ 317 and 318 which include (but are not limited to) the following:

11.6.1 Subrecipient 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.

11.6.2 No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds made available under this Agreement, or program income generated hereunder, if a conflict of interest, real or apparent, would be involved.

ARTICLE XII

RESTRICTIONS ON USE OF FUNDS AND CONDUCT

12.1 Restrictions on Use of Funds – Generally: Subrecipient is prohibited from using funds subject to this Agreement or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

12.1.1 Hatch Act: Subrecipient 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.

12.1.2 Religious Activity: Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

12.2 Conduct

12.2.1 Assignability: Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of CCG.

12.2.1 Indemnity: Subrecipient waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless CCG, its officers and employees, (collectively, "Releasees"), from any

and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Subrecipient, its agents, employees, subcontractors, or others working at the direction or on behalf of Subrecipient. Subrecipient's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

12.2.3 Subcontracts:

12.2.3.1 Monitoring: Subrecipient 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.

12.2.3.2 Content: Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.2.3.3 Selection Process: Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

12.2.4 Lobbying: Subrecipient hereby certifies that:

12.2.4.1 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;

12.2.4.2 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 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

12.2.4.3 It will require that the language of paragraph (6) 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 Subrecipients shall certify and disclose accordingly.

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 31 U.S.C. § 1352. 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.

12.3 Copyright: If this Agreement results in any copyrightable material or inventions, CCG 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.

ARTICLE XIII **OVERSIGHT AUTHORITIES**

13.1 Oversight. CCG shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant management requirements, including but not limited to the requirements of 2 C.F.R. Part 200 and Federal Awarding Agency requirements under the Prime Award.

13.1.1 Evaluation and Inspection. In furtherance of CCG's obligations under 2 C.F.R. §§ 200.329 and 200.332(d), Subrecipient agrees to permit CCG and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement, the proper expenditure of federal funds, as well as the proper allocation of funds awarded hereunder to the approved Scope of Project described in Article III. CCG's evaluation and inspection methods include, but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, CCG shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

13.1.2 Outside Audit or Monitoring Firm Support. Subrecipient acknowledges and agrees that CCG may carry out its oversight functions directly or through engagement of an audit or monitoring firm or other appropriate contracted support. In the event a third party is engaged to assist with any audit or monitoring functions, CCG shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

13.2 Remedies for Non-Compliance. If Subrecipient fails to comply with the terms and conditions of this subaward, CCG may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208 (Specific conditions). If, in its sole discretion, CCG determines that non-compliance cannot be remedied by imposing special conditions, in accordance with 2 C.F.R. § 200.339 (Remedies for noncompliance), CCG may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate this subaward of federal funds; (iv) withhold further awards; or (v) take other remedies that may be legally available.

13.3 Significant Developments. Pursuant to 2 C.F.R. § 200.329(d), as soon as any such condition becomes known, Subrecipient shall report to CCG: (i) problems, delays, or adverse conditions which may materially impair the ability of Subrecipient to meet the objectives of the subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

13.4 Good Faith Compliance Cooperation. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. CCG hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant management requirements in response to specific questions posed by Subrecipient.

13.5 Survival. The rights and obligations of this Article XII (Oversight Authorities) shall survive the termination or expiration of this Agreement.

ARTICLE XIV **GENERAL PROVISIONS**

14.1 Severability: If any provision of this Agreement is held as a matter of law to be invalid, unenforceable, or illegal, the remainder of the Agreement shall be enforceable without such provision.

14.2 Waiver: CCG's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the CCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

14.3 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.

14.4 Entire Agreement: This Agreement, including Exhibits hereto, constitutes the entire agreement between CCG and Subrecipient 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 CCG and Subrecipient with respect to this Agreement.

14.5 Choice of Law, Venue, Right to Jury Trial: This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in Muscogee County State or Superior Court, or the United States District Court for the Middle District of Georgia. CCG does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by CCG under the Eleventh Amendment of the United States Constitution or under the Constitution and statutes of the State of Georgia.

14.6 Counterparts: This Agreement may *not* be executed in separate counterparts.

14.7 Electronic Representations and Records: Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.8 Debarment and Suspension. Subrecipient certifies that neither it, nor any of its principal employees, has been debarred, excluded or suspended from participation in federal programs or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.

14.9 Clean Air Act and Federal Water Pollution Control Act. Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.

14.10 On-line Searchable Databases.

14.10.1 OIG Databases. Subrecipient agrees that prior to adding a member to its Board of Directors, employing or contracting with any individual, or contracting with any other entity, Subrecipient will review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the List of Excluded Individuals and Entities ("LEIE") Database and the Exclusions Database operated by the HHS Office of Inspector General ("OIG"). Subrecipient agrees to check the LEIE and OIG databases on a monthly basis and shall notify CCG immediately if an employee or contractor is listed on either LEIE or the OIG database.

14.10.2 System for Award Management. Subrecipient agrees that, to the extent required by 2 C.F.R. Part 180, prior to engaging any contractor for supplies or services with funds furnished under this Agreement, it shall review the System for Award Management ("SAM") Excluded Parties List System ("EPLS") operated by the General Services Administration ("GSA") to determine whether the prospective contractor is suspended, debarred, or otherwise excluded.

14.11 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

14.11.1 Rights. This subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

14.11.2 Inform Employees. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in 48 C.F.R. § 3.908.

14.11.3 Inclusion in Subcontracts. Subrecipient shall insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 C.F.R. § 200.1 (currently, two hundred and fifty thousand dollars (\$250,000.00)).

14.12 Mandatory Disclosures. In accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose in a timely manner in writing to CCG all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting the Prime Award.

14.13 FFATA Subaward Reporting System. Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and, if applicable, to provide any information required by CCG thereunder to meet its reporting obligations.

14.14 No Intended Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement. Neither the beneficiaries of the grant project nor any individuals who may have a role in implementing the project (including, but not limited to, project directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

14.15 Assurances for Construction Subawards:

14.15.1 If applicable, Subrecipient will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications;

14.15.2 Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or CCG;

14.15.3 Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

14.15.4 Subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

14.15.5 Subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements;

14.15.6 Subrecipient will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of

insurable construction and acquisition is \$10,000 or more;

14.15.7 Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) if applicable, assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

14.15.8 Subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system;

14.15.9 Subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

ARTICLE XV

TERM

15.1 Term. This Agreement shall take effect upon execution by both Parties and shall remain in effect until December 31, 2025 unless sooner terminated pursuant to Article X (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).

15.2 Renewal. This Agreement shall not be renewed unless mutually agreed upon by both Parties (30) day's prior to the expiration of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

WHEREFORE, the Parties, having read and understood the terms of this agreement and having all required authority, do hereby agree to such terms by execution of their signatures below.

On Behalf of the Columbus, Georgia Consolidated Government:

By:  Date: 8/7/23
Isiah Hugley, City Manager

Attest:  Date: 8/9/23
Sandra T. Davis, Clerk of Council


EXECUTION AUTHORIZED

By Resolution No. 196-23

Clerk of Council

(SEAL)

On Behalf of the United Way of the Chattahoochee Valley

By:  Date: 6.28.23
Ben Moser, President & CEO

Attest:  Date: 6/28/23

EXHIBIT A **SCOPE OF WORK**

Statement of Work

Poverty Reduction

I. Proposal Summary

The poverty rate in the Columbus-area has been at a level almost 50% higher than the Georgia poverty rate and almost 100% higher than the United States poverty rate for decades. Because this reality is unacceptable, UWCV, at the request of the Chattahoochee Valley Poverty Reduction Coalition (CVPRC), the Poverty Reduction Chairperson for Columbus 2025 (Warren Steele), Mayor Skip Henderson, and City Manager Isaiah Hugley, propose the creation of a Vice President of Poverty Reduction (a.k.a. Poverty Czar) to lead all area poverty reduction efforts. We seek five years of funding for this VP position, which is charged with a 10-year goal of reducing our area poverty rate by 50% and leading a broader poverty reduction plan.

II. Organizational Description and History

UWCV has faithfully served the Chattahoochee Valley for over 70 years. Our core function is raising community financial support through our annual campaign and investing those funds into the community through partner agencies. Since our founding we have invested over a hundred million dollars in poverty alleviation programming. Since 2019, we have shifted our mission, vision, and focus to have a greater impact and better serve vulnerable populations, particularly children and families living in poverty.

III. Background

For many years, poverty reduction has been at the forefront of high-level discussions in the Columbus area. We know our poverty rate in the Columbus area is too high and it is the number one area of regional concern because it affects everything – crime rate, economic development opportunities, tax base, blight, perception of the region, and most importantly, the individuals living in poverty and their families' prospects for a good life.

IV. Project Description

The V.P. of Poverty Reduction (VPPR) will be responsible for forming strategic relationships across the region and creating a 10-year actionable, poverty reduction strategic plan, with stakeholder input, for Columbus and the greater Chattahoochee Valley region. The VPPR will comprehensively survey State-level policies and regulations to identify those barriers for individuals and families working toward financial self-sufficiency and would oversee advocacy work to eliminate or reduce those barriers. They will also lead a development campaign to raise awareness, fund pilot projects in the region, and ensure this work can go forward until our goal is reached.

EXHIBIT B
PROGRAM BUDGET

Poverty Reduction Budget

Narrative: UWCV seeks funding for a comprehensive poverty reduction plan in the Columbus area over a five-year period. UWCV needs a five-year commitment from primary investors in order to fully operationalize this comprehensive poverty reduction plan. UWCV believes that the plan will become self-sustaining by year six.

Budget:

	2023-2024	2024-2025	
Expenses	Year 1	Year 2	2-Year Total
Salary and benefits	\$104,000	\$107,120	\$211,120
External Consulting/Marketing	\$23,500	\$23,500	\$47,000
Travel and meetings	\$10,000	\$10,000	\$20,000
Supplies, furniture, equipment, office space, phone, other misc.	\$12,500	\$13,016	\$25,516
Anti-poverty program investment	\$30,000	\$30,000	\$60,000
Subtotal	\$180,000	\$183,636	\$363,636
Admin support	\$18,000	\$18,364	\$36,364
Total Expenses	\$198,000	\$202,000	\$400,000

EXHIBIT C **PROPOSAL**

Vice President of Poverty Reduction (a.k.a. Poverty Czar) To:

Columbus Consolidated Government (CCG)

From: United Way of the Chattahoochee Valley (UWCV)

Re: Funding a position to lead Columbus area poverty reduction efforts

Date: February 8, 2022

I. Proposal Summary

The poverty rate in the Columbus-area has been at a level almost 50% higher than the Georgia poverty rate and almost 100% higher than the United States poverty rate for decades. Because this reality is unacceptable, UWCV, at the request of the Chattahoochee Valley Poverty Reduction Coalition (CVPRC), the Poverty Reduction Chairperson for Columbus 2025 (Warren Steele), Mayor Skip Henderson, and City Manager Isaiah Hugley, propose the creation of a Vice President of Poverty Reduction (a.k.a. Poverty Czar) to lead all area poverty reduction efforts.

We seek five years of funding for this VP position, which is charged with a 10-year goal of reducing our area poverty rate by 50% and leading a broader poverty reduction plan.

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UWCV has faithfully served the Chattahoochee Valley for over 70 years. Our core function is raising community financial support through our annual campaign and investing those funds into the community through partner agencies. Since our founding we have invested over a hundred million dollars in poverty alleviation programming. Since 2019, we have shifted our mission, vision, and focus to have a greater impact and better serve vulnerable populations, particularly children and families living in poverty.

III. Background

For many years, poverty reduction has been at the forefront of high-level discussions in the Columbus area. We know our poverty rate in the Columbus area is too high and it is the number one area of regional concern because it affects everything - crime rate, economic development opportunities, tax base, blight, perception of the region, and most importantly, the individuals living in poverty and their families' prospects for a good life.

IV. Project Description

The Poverty Czar would be responsible for forming strategic relationships across the region and creating a 10-year actionable poverty reduction strategic plan, with stakeholder input, for Columbus and the greater Chattahoochee Valley region. The Poverty Czar would comprehensively survey State-level policies and regulations to identify those that create barriers for individuals and families working to achieve financial self-sufficiency and would oversee advocacy work to knock down those walls. They would also lead a development campaign to raise awareness, fund pilot projects in the region, and ensure this work can go forward until our goal is reached. We are currently looking for partners who can invest in five years of start-up funding for the Poverty Czar position and their office. After the initial five-year period, the office would be expected to fund itself.

V. Budget

- i. Narrative: UWCV seeks funding for a comprehensive poverty reduction plan in the Columbus area for a five-year period. UWCV needs a five-year commitment from primary investors in order to fully operationalize this comprehensive poverty reduction plan. UWCV believes that the plan will become self-sustaining by year six.
- ii. Budget:

Expenses	Year 1	Year 2	Year 3	Year4	Year 5	5-Year Total
Salary and benefits	\$99,600	\$102,588	\$105,666	\$108,836	\$112,101	\$528,791
Admin support	\$30,000	\$60,000	\$62,000	\$64,000	\$66,000	\$282,000
External Consulting/Marketing	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Travel and meetings	\$10,000	\$11,000	\$12,000	\$13,000	\$14,000	\$60,000
Supplies, furniture, equipment, office space, phone, other misc.	\$15,000	\$10,000	\$8,000	\$5,000	\$5,000	\$43,000
Anti-poverty program investment	\$30,000	\$50,000	\$55,000	\$60,000	\$65,000	\$260,000
Total Expenses	\$259,600	\$308,588	\$317,666	\$325,836	\$337,101	\$1,548,791

VI. Ask of CCG

UWCV humbly requests an investment in the amount of \$528,791 from the CCG for five years of salary and benefits for the position VP, Poverty Reduction (a.k.a. Poverty Czar). This investment will represent the indispensable cornerstone of a ten-year Columbus-area plan to reduce our poverty rate by 50%.

Sincerely,
Ben Moser

President and CEO, United Way of the Chattahoochee Valley, Inc.

EXHIBIT D
EXPENDITURE REPORTING SCHEDULE

Period Covered in Reports	Detailed Expenditure Report Due Date
Jun 13 – Sep 30, 2023	October 5, 2023
Oct 1 – Dec 31, 2023	January 5, 2023
Jan 1 – Mar 31, 2024	April 5, 2024
Apr 1 – Jun 30, 2024	July 5, 2024
Jul 1 – Sep 30, 2024	October 5, 2024
Oct 1 – Dec 31, 2024	January 1, 2025
Jan 1 – Mar 31, 2025	April 5, 2025
Apr 1 – Jun 30, 2025	July 5, 2025
Jul 1 – Sep 30, 2025	October 1, 2025
Oct 1 – Dec 31, 2025	January 5, 2026