

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
IDA PROGRAM**

SUBRECIPIENT AGREEMENT

**Village of Pleasantville: Nannahagan Brook Resiliency Planning
Resilient Investments through Support and Capital**

Project No. [_____]

AGREEMENT, made effective as of the [__]th day of [_____], 202_ (“Effective Date”), between the Housing Trust Fund Corporation (“HTFC”), represented by the Office of Resilient Homes and Communities (“RHC” and, together with HTFC, the “Corporation”), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Village of Pleasantville (“Subrecipient”), a local government municipality with offices at 80 Wheeler Avenue, Pleasantville, NY 10570.

WHEREAS, the United States Department of Housing and Urban Development (HUD) has allocated Community Development Block Grant Disaster Recovery (“CDBG-DR”) funding to the State of New York to support long-term recovery efforts in response to Hurricane Ida (FEMA DR-4615), through the publication of the Federal Register, Vol.87, No. 100, May 24, 2022, as may be amended, (“87 Fed. Reg. 31,636”), and Federal Register, Vol. 88, No. 11, January 18, 2023, as may be amended, (“88 Fed. Reg. 3,198” collectively with 87 Fed. Reg. 31,636 the “Federal Register”); and

WHEREAS, this allocation was made available through the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L.117-43) approved September 30, 2021 (the Appropriations Act) and the Continuing Appropriations Act, 2023 (Pub. L. 117-180) approved September 30, 2022 (the “2023 Appropriations Act”); for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a qualifying major disaster in 2020 or 2021 (Pub. L. 117-43), and 2021 and 2022 (Pub. L. 117-180) , subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and

WHEREAS, pursuant to the CDBG-DR Grant Program and 87 Fed. Reg. 31,636, the State has received an allocation of CDBG-DR funds from HUD in the amount of \$41,262,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and 88 Fed. Reg. 3,198, the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$26,966,000; and

WHEREAS, eligible applicants are units of local/county government; state agencies and authorities; soil and water conservation districts; public schools (K-12) and universities; first responders, including volunteer fire and EMS districts; and not-for-profit entities eligible to

receive federal funds and capable of completing work in one or more eligible counties (Dutchess, Nassau, Orange, Rockland, Suffolk, and Westchester Counties); and

WHEREAS, Subrecipient has applied to the Corporation for CDBG-DR funds to finance activities within its service area, as described in Subrecipient's CDBG-DR grant application; and

WHEREAS, the Corporation has selected Subrecipient to implement the eligible CDBG-DR activities described herein.

NOW, THEREFORE, the Corporation and the Subrecipient ("the Parties") agree that the Grant Funds (as defined below) will be administered in accordance with the following terms and conditions:

1. Contents of Agreement

The following documents are incorporated by reference into this Agreement as if fully set out herein: (a) the Sub-recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; (b) the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); (c) applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; (d) Schedule A "Scope of Work"; Schedule B "Awarded Budget"; Schedule C "Special Conditions"; Schedule D "Period of Affordability"; Schedule E "Federal Award Information"; and Appendix I "Equal Opportunity Requirements", attached hereto.

The Subrecipient shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement ("Services") and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" shall mean all existing and future Federal, State, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders of any governmental authority, entity, or agency whether Federal, State, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR funds and the requirements for contracting with the State of New York. Any failure by the Subrecipient to thoroughly familiarize itself with and understand such matters shall not relieve the Subrecipient of its obligations under this Agreement. Changes in Law which require changes in the Services, or in Subrecipient's means and methods, shall not entitle Subrecipient to any adjustment in the Price. For the avoidance of doubt, a change in Law shall include a change in the interpretation or administration of any Law, administrative protocols or procedures.

2. Subrecipient Program

The Corporation will obligate CDBG-DR funding for, and Subrecipient will be responsible for performing, the activities detailed in the application submitted to the Corporation. Such funding is provided to meet a National Objective in accordance with 24 CFR Part 570 and the Federal Register and to provide the services as set forth in Schedule A.

A. Project Acceptance

The project budget set forth in this agreement specifies allowable funding for administrative costs, program delivery costs, and/or project costs. The Subrecipient shall not engage in, or in any way commit funding for, through a contract or other mechanism, construction or any other activities that could have an environmental impact or limit the choice of reasonable alternatives to the proposed project (“Restricted Activities”).

Prior to undergoing Environmental Review and receiving Authority to Use Grant Funds (each as defined below), the schedule for a proposed project set forth in Schedule A shall provide, with reasonable specificity, a proposed schedule for the proposed project as well as a description and schedule for activities proposed to be conducted in each phase of the proposed project.

B. Environmental Review

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). Corporation environmental clearance must be secured prior to any choice limiting action, as defined by HUD, including but not limited to, site acquisition, tree or brush clearing, soil preparations, demolition, asbestos abatement, or any construction activities. Clearance will not be issued until:

- (i) the Corporation has completed a county-wide Tier 1 environmental review;
- (ii) the Subrecipient has certified on the HUD Request for Release of Funds prepared by the Corporation that it will comply with any conditions to address issues in the environmental review;
- (iii) a Request for Release of Funds has been approved by HUD;
- (iv) the Subrecipient has completed the template site-specific Tier 2 documentation and submitted to the Corporation for approval; and
- (v) the Corporation issues a site-specific clearance letter stating that the federally required review per the National Environmental Policy Review Act (NEPA), as applicable, is complete, for that specific site.
- (vi) As this program allows for reimbursements per [*insert provision that allows reimbursement in this program*] the reimbursement costs will not be released until a Tier 2 demonstrating compliance with reimbursement requirements is approved by the Corporation.

The Subrecipient shall cooperate and provide any analysis or information reasonably requested by the Corporation to conduct the Environmental Review for the proposed project. The Subrecipient is required to comply and cooperate with the Corporation in meeting all terms and conditions under this Agreement including to obtain the ‘Authority to Use Grant Funds’ and submit the first request for funds to Corporation within 180 days of the date of the effective date of this Agreement.

Upon completion of the Environmental Review, the Corporation may: (i) upon HUD’s issuance of the Authority to Use Grant Funds for a proposed project, initiate the proposed project; (ii) approve an alternative or modified project identified through the Environmental Review Process and, notwithstanding anything to the contrary contained

in the Agreement, unilaterally adjust the Grant Funds amount accordingly; or (iii) cancel the project and, notwithstanding anything to the contrary contained in the Agreement, unilaterally reduce the Grant Funds by an amount equal to the amount otherwise allocated to construction or other implementation phase of the proposed project.

Subrecipient shall not be reimbursed for any costs until all environmental conditions of 24 CFR Part 58 have been fully satisfied and Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b), as pre-determined by the Corporation.

Environmental Review will consist of two tiers. Tier 1 will be conducted by the Corporation and generate a Tier 2 template that must be completed by the Subrecipient or its designee and submitted to the Corporation for approval prior to any Choice Limiting Actions related to the site that is the subject of the Tier 2 review. Following the completion of the Tier 1 Environmental Review and approval of the proposed project's initiation, the Corporation will notify the Subrecipient in writing ("Clearance Letter") that Subrecipient may commit funds for activities necessary for program implementation. However, site specific activities cannot commence until the Subrecipient has prepared and submitted, and the Corporation has approved, the Tier 2 review for a particular site. The Corporation will notify the Subrecipient in writing of Tier 2 approvals.

C. Project Phase

If construction/implementation is authorized by the Corporation in the Clearance Letter, Subrecipient must comply with any and all conditions or required mitigation set forth in the Environmental Review documents, and shall document compliance with such measures, as well as any permit requirements, or other applicable requirements of Federal and State environmental laws, including worker health and safety requirements.

The Subrecipient shall provide reports to the Corporation to document compliance with the requirements referenced above for the entirety of the construction phase, including any and all pre-occupancy or final clearance items.

If a proposed project is not completed as proposed by the scope reviewed in either the Tier 1 or Tier 2 environmental review, program delivery and project costs are not eligible as there is no CDBG-eligible activity. Costs incurred and funds disbursed for projects that do not advance are subject to repayment.

The Subrecipient shall comply with the terms of the Special Conditions of this Agreement, as set forth herein as Schedule C. As a cost-incurred program, tasks and deliverables must be conducted in a manner satisfactory to the Corporation and in compliance with applicable Federal and State requirements, laws, and regulations. In the event the Corporation's funds do not cover 100% of the agreed upon budget (see Section 4 Budget) for the Subrecipient Program Description, Subrecipient must identify committed supplemental funding. Substandard performance or any election by Subrecipient to discontinue work, as reasonably determined by the Corporation in its

sole discretion, will constitute noncompliance with this Agreement. If Subrecipient does not take action to correct such substandard performance or discontinuance of work within a reasonable period of time (as determined by the Corporation) after being notified by the Corporation, the Corporation may choose (a) not to reimburse Subrecipient for noncompliant and/or unallowable work, (b) take action to suspend or terminate this Agreement, (c) recapture awarded funds, or (d) other actions as permitted under applicable law. Nothing in this Agreement shall waive or otherwise limit the actions the Corporation may take or the remedies the Corporation may seek as a result of any noncompliance by Subrecipient, including but not limited to suspending or debarring Subrecipient from future State benefits.

D. Supervision of Services.

The Subrecipient shall perform the Scope of Services contained herein in a diligent, safe and workmanlike manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Scope of Services. The Subrecipient will perform work under this Agreement by competent personnel under the management, supervision, and direction or employment of the Subrecipient.

Corporation may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Subrecipient. Subrecipient will cooperate with Corporation at all times during the performance of the Scope of Services and promptly review and act upon, as is commercially reasonable, all Corporation recommendations and proposals. Subrecipient will cooperate with Corporation in promptly completing and submitting all documents and records required by Corporation or other authorized representative of Corporation or the State of New York and otherwise comply with all applicable orders, administrative rules, regulations and procedures of Corporation for the proper administration of the Services.

3. Term

The period of performance for all activities (with the exception of those activities required for the close-out and final audit) assisted pursuant to this Agreement shall commence as of the date of this Agreement (“Effective Date”) and shall end two (2) years from the “Effective Date” (“Initial Term”). Thereafter, at Corporation’s sole discretion, Corporation may exercise up to two (2) two-year extensions (“Extension Terms”), at additional cost to Corporation based upon costs to be negotiated, not to exceed a total of six (6) years (inclusive of the Initial Term and all Extension Terms). However, under no circumstances shall the term of this Agreement exceed the period of performance of the grant agreement between HUD and the Corporation. Any extensions of this Agreement shall be mutually agreed to by the Parties in writing through an amendment to the Agreement. Any funds not properly used by the end of the term, including Program Income (as defined herein), unless approved otherwise in writing by the Corporation, promptly shall be remitted, in full and without off-set or deduction, to the Corporation. If approved in writing by the Corporation, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or

other CDBG assets, including Program Income.

4. Budget

Subrecipient's budget for the activities detailed in the Subrecipient Program Description is set forth in **Schedule B** "Awarded Budget". The Corporation may also require additional budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Corporation. Any change to budgeted amounts must be approved in writing by the Corporation before such changes are allowed and reimbursable.

5. Grant Funds

It is expressly agreed and understood that the total amount to be paid by the Corporation under this Agreement shall not exceed \$_____ ("Grant Funds"). Subrecipient shall under no circumstances exceed the total Grant Funds amount without a properly and fully executed amendment placed against this Agreement. Corporation will not be obligated to remit payment to the Subrecipient for any fees or expenses (including termination costs and reimbursements) if to do so would exceed the total Grant Funds amount, and Subrecipient shall not be obligated to continue performance if to do so would cause the Subrecipient's fees to exceed the Grant Funds amount, unless and until an amendment is executed.

The amount of Grant Funds that the Corporation has agreed to provide Subrecipient under this Agreement is expressly conditioned upon the Corporation's receipt of such funds from HUD pursuant to the 2023 Appropriations Act. The Corporation reserves the right to reduce the Grant Funds if funding from HUD is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in the Budget.

In the event Subrecipient is awarded, granted, or provided with additional funds from any other source, which includes funds that Subrecipient uses or intends to use to fund, in part or in whole, programs, projects or activities contemplated by this Agreement or any subsequent amendment hereto, Subrecipient shall immediately notify the Corporation of such funds, the amount, the source, and the conditions for their use. Subrecipient further agrees to provide any additional information the Corporation requests related to such funds.

The Subrecipient may not engage in, or in any way commit funding for, a contract or other mechanism, construction work, real estate acquisition, or any other activities that could have an environmental impact or limit the choice of reasonable alternatives to the proposed project until Subrecipient has received the Authority to Use Grant Funds.

6. Disbursement of Grant Funds; Duplication of Benefits

A. Subrecipient is required to submit requests for Grant Funds in accordance with the provisions of this Agreement, program guidelines, and the program policy and procedures which are established by the Corporation. No payment by the Corporation of an improper, unauthorized, or unallowable request shall constitute a waiver of the

Corporation's right, whether before, during, or after making any payment, to: (a) challenge the validity of such payment; (b) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (c) require and receive a full repayment or refund of all payments made under this Agreement; or (d) take corrective or remedial administrative action including, without limitation, suspension or termination of Subrecipient's funding under this Agreement.

- B. Subrecipient shall certify in a statement made by a senior official with each request for Grant Funds that to the best of his or her knowledge, based on the information available to Subrecipient at the time and after making due inquiry, that: (a) all statements and representations previously made regarding this Agreement are correct and complete; and (b) the funds do not duplicate reimbursement of costs and services from any other source. 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 the Federal Registers. Specifically, Section 312 prohibits any person, business concern, or other entity from receiving "any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source." 42 USC 5155 (a). A duplication occurs when Federal financial assistance is provided to a beneficiary to address losses resulting from a Federally declared emergency or disaster, and the beneficiary has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. The amount of the duplication is the amount of assistance provided in excess of need.
- C. The use of Grant Funds is conditioned upon Subrecipient incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by the Corporation.
- D. In the event applicable State or Federal Government authorities disallow any of the costs incurred by Subrecipient, Subrecipient shall immediately remit any funds received by Subrecipient for the unallowable costs to the Corporation. Subrecipient may request, and the Corporation shall reasonably consider, Subrecipient's request, that the Corporation challenge the State or Federal determination and pursue other legal recourse to secure these funds; however, the Corporation maintains the sole discretion in deciding whether to pursue such funds and may request that Subrecipient pay any costs associated with such effort, and may require that Subrecipient return the questioned funds until a final outcome is reached.
- E. To ensure compliance with Section 508 of the Housing and Community Development Act ("HCD Act"), units of general local government applying for or receiving CDBG-DR funds from the State must provide citizens with adequate opportunity to participate in the planning, implementation, and assessment of the CDBG program. Any such UGLG must provide adequate information to citizens, obtain views and proposals of citizens, and provide opportunity to comment on the UGLG's previous community development performance.

7. General Conditions

A. Compliance; Monitoring

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD's regulations concerning Community Development Block Grants), and the Federal Register, including any regulations referenced therein except:

- (1) Subrecipient does not assume Corporation's environmental responsibilities described in 24 CFR 570.604; and
- (2) Subrecipient does not assume Corporation's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices published by HUD ("HUD Notices"), including but not limited to those published on May 24, 2022, Federal Register, Vol.87, No. 100, ("87 Fed. Reg. 31,636"), as may be amended, and January 18, 2023, Federal Register, Vol. 88, No. 11, ("88 Fed. Reg. 3,198") as may be amended, such requirements, including any regulations referenced therein, shall apply.

Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, HUD notices, policies, and guidelines, including those of the Corporation, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD notices, policies and guidelines. In the event of a conflict between the Federal, State and local laws, the most restrictive law will apply. Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Corporation will monitor the performance of Subrecipient in accordance with regulations of Subrecipient Monitoring and Management, 2 CFR 200.331 through 2 CFR 200.333, to ensure compliance with all of the requirements of this Agreement and the goals and performance standards as stated in this Agreement and the Subrecipient Program Description. Subrecipient shall provide the Corporation all necessary reporting information as required by Corporation. Substandard performance as determined by the Corporation will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within the frame specified by the Corporation, the Corporation may impose additional conditions on Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.208, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.339.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any

manner, as creating or establishing the relationship of employer/employee between the Parties. Subrecipient shall at all times remain an “independent contractor” with respect to the efforts to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, Workers’ Compensation Insurance, Disability Insurance, and Paid Family Leave Benefits Law Insurance, on behalf of Subrecipient and its employees and subcontractors, as Subrecipient is an independent entity. Subrecipient shall provide evidence that it maintains all such coverages as required by State and Federal laws, and by this Agreement

C. Hold Harmless

To the fullest extent permitted by law, Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to the Corporation) and indemnify the Corporation and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys’ fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, any infringement of copyright, royalty, or other proprietary rights in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement or Scope of Services, any injuries or damages resulting from defects, malfunction, misuse, etcetera of Subrecipient-provided equipment or materials, and losses of any form or nature arising from or related to the conduct (including any acts, omissions, malfeasance, negligence, or willful misconduct) of Subrecipient, or anyone under Subrecipient’s direction or control or for whose acts or omissions Subrecipient may be deemed responsible or liable (collectively, “Subrecipient”), in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse the Corporation for any and all attorneys’ fees and other litigation or dispute resolution costs incurred or to be incurred in the Corporation’s enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient including, but not limited to, Subrecipient’s breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

D. Non-Liability

Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

E. Statute of Limitations

No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

F. Insurance

During the Term, and any Extension Terms, the Subrecipient shall take all adequate measures to safeguard against the risk of liability for damages and/or injuries or death of employees of the Subrecipient, contractors and subcontractors, and of any other persons. Prior to the commencement of work, and prior to any expiration or anniversary of any respective insurance policy terms, the Subrecipient shall provide the Corporation with insurance certificates evidencing the following insurance types and limits: (a) comprehensive general liability coverage in a minimum amount of one million dollars per occurrence and two million dollars aggregate naming the Corporation and the State of New York as “additional insureds”; b) excess or umbrella insurance in the amount of one million dollars per occurrence and two million dollars aggregate, naming the Corporation and the State of New York as “additional insureds”; c) Comprehensive Automobile Liability insurance (if applicable) in the amount specified by the Corporation; d) Property insurance (if applicable) ; e) crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee; and f) statutory Workers Compensation, Disability, and Paid Family Leave Benefits Insurance covering employers’ liability, workers compensation coverage, disability benefits coverage, and paid family leave coverage as required by the provisions of the Workers Compensation Law (WCL) of the State of New York. The general liability and excess insurance policies shall be written on an occurrence basis and shall apply on a primary, non-contributory basis irrespective of any other insurance whether collectible or not. All insurance policies shall be procured and maintained with New York State licensed carriers of insurance.

Subrecipient will furnish to Corporation certificates of insurance evidencing all required insurance prior to the commencement of work. Further, Subrecipient will provide copies of the full and complete policies, with all endorsements, to Corporation upon its request but no later than prior to the first disbursement of funds.

It is understood and agreed that neither the purchase nor maintenance of any type of insurance by Subrecipient or its subcontractors shall in any way be construed or deemed to limit, discharge, waive or release Subrecipient or any subcontractors of any tier from any of the obligations or risks accepted by them, or to be a limitation on the nature or extent of said obligations and risks.

Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein; the Subrecipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Subrecipient may not cancel, terminate, or fail to renew any insurance policy required herein, unless and until the Subrecipient has received the Corporation’s written consent thereto. Failure to purchase and maintain adequate or proper certification of insurance, specifically including Corporation and the State of New York as “additional insureds” shall be deemed a breach of contract.

An ACORD Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance, Disability Benefits Insurance, and Paid Family Leave Benefits Insurance.

Notwithstanding the above, for construction or facility improvement performed by Subrecipient, Subrecipient shall, at a minimum, comply with the bonding requirements at 2 CFR Part 200, subpart D.

G. Corporation Recognition

If requested by the Corporation, Subrecipient shall ensure recognition of the role of HUD and the Corporation in providing funding, services, and efforts through this Agreement. If requested by the Corporation, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the role of HUD and of the Corporation. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The Corporation reserves the right to direct specific reasonable requirements on a case-by-case basis, including but not limited to, the size and content, waiver, removal or addition of such recognition.

H. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing by a duly authorized representative of each Party, and approved by the Corporation's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. The Corporation may, in its sole discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Subrecipient Program Description or extend the Term of this Agreement, such modifications will be incorporated in a written amendment signed by the Parties.

The Corporation may, at its sole discretion, provide need-based awards to commit additional grant funds specifically for the continuance or expansion of CDBG eligible activities. The Corporation may, at its sole discretion, also provide multi-year grant agreements based on the Corporation's available CDBG funds. Additional funds are subject to board approval.

I. Suspension or Termination from Event of Default

- i. The Corporation may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement or if an Event of Default, as defined below, shall occur. In such cases, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the

right to exercise such remedies, and without becoming liable to make any further payment(s).

The following shall constitute an Event of Default hereunder: a) if the Subrecipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; b) if at any time any presentation or warranty made by the Subrecipient shall be incorrect or materially misleading; c) if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; d) if the Subrecipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; e) if the Subrecipient has failed to commence or complete the Project for any reason except those beyond Subrecipient's control within the Term of the agreement; f) ineffective or improper use of funds provided under this Agreement; g) submission by Subrecipient to the Corporation of reports that are untimely, incorrect, or incomplete in any material respect; or h) Subrecipient is found to be non-responsible (as defined below in subsection K).

- ii. Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: a) terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice; b) commence a legal or equitable action to enforce performance of this Agreement; c) withhold or suspend payment of Grant Funds; d) exercise any corrective or remedial action to include, but not be limited to, advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Subrecipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose; or e) require repayment of Grant Funds in whole or in part.
- iii. In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Subrecipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Subrecipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Subrecipient prior to such termination. Notwithstanding any such termination or closeout, the Subrecipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized

by this Agreement, or damages as a result of any breach of this Agreement by the Subrecipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended, or used in an unauthorized manner or for an unauthorized purpose.

- iv. This Agreement may also be terminated for convenience by the Corporation, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Corporation determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Corporation may terminate and recapture the award in its entirety.
- v. In the event that the Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under this Agreement shall become Corporation's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to Corporation for damages sustained by Corporation, by virtue of any breach of the Agreement by the Subrecipient, and Corporation may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due Corporation from the Subrecipient is determined.

J. Notice of Investigation or Default

The Subrecipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of

- i. the commencement of any investigation or audit of its activities by any governmental agency;
- ii. the alleged default by the Subrecipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project; or
- iii. the allegation of ineligible activities, misuse of the project funds, or failure to comply with the terms of the Subrecipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the project funds for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

K. Vendor Responsibility

Pursuant to State Finance Law Section 163 (9)(f) and N.Y. Comp. Codes R. & Regs. Tit. 9 § 8.192 and N.Y. Comp. Codes R. & Regs. Tit. 9 § 9.6, the Corporation must determine the entity with which they contract to be a responsible entity. Subrecipient must be found to be responsible at the time of award and must remain responsible throughout

the Term and any Extended Terms of the Agreement. If requested by the Corporation, Subrecipient agrees to present evidence of its status as a responsible entity. In the event of failure to produce requested documents or failure of the Corporation's responsibility review to produce a positive finding of responsibility, the Corporation reserves the right to suspend work under this Agreement. The Corporation is authorized to terminate this Agreement for cause upon a determination that the Subrecipient is non-responsible.

L. Access to Records

Subrecipient shall furnish, and shall cause each of its own sub-subrecipients, contractors and subcontractors to furnish within a reasonable time, all information and reports required hereunder and will permit access to its books, records, and accounts by Corporation, HUD or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

M. Ownership and Use of Documents

- i. The Subrecipient agrees that all plans, specifications, drawings and other documents of any kind whatsoever, and in whatever medium expressed, prepared by the Subrecipient pursuant to this Agreement, and all rights therein (including trademarks, trade names, rights of use, copyrights and/or other proprietary rights shall be and remain the sole property of Corporation (whether or not Corporation or the Subrecipient terminates this Agreement for any reason whatsoever).
- ii. Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with this Agreement is not to be construed as publication in derogation of Corporation's rights. For the avoidance of doubt, Corporation shall own all right, title, and interest in and to all documents, as well as all other physical deliverables (including models, renderings, and other presentation materials) prepared and/or furnished by Subrecipient to Corporation pursuant to the Agreement. Except as expressly provided in this Agreement, the Subrecipient shall not use (or distribute) any material relating to this Agreement without Corporation's prior written consent.
- iii. This Section shall survive the termination or expiration of this Agreement.

N. Subrecipient Representations and Warranties

The Subrecipient represents, covenants and warrants that:

- i. Subrecipient is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Subrecipient under this Agreement;
- ii. This Agreement does not in any way conflict with any other agreements of the Subrecipient;
- iii. The Subrecipient possesses the business, professional, and technical expertise, and training required to perform the Services;

- iv. The Subrecipient has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to Corporation;
- v. The Subrecipient possesses the equipment, facilities, and employees to perform the obligations under this Agreement;
- vi. The Subrecipient and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the Term and any Extended Terms of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services; and
- vii. That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Subrecipient to Corporation in connection with the Services are complete and accurate to the best of the knowledge of the Subrecipient. The Subrecipient represents that Corporation, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Subrecipient agrees to promptly notify Corporation upon discovery of any instances where the Subrecipient becomes aware of any discrepancies in relation to documents under this Section.

8. Administrative Requirements

A. Financial Management

i. Accounting Standards

Subrecipient agrees to comply with 2 CFR Part 200, as modified by 24 CFR 570.502, and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

Subrecipient shall administer the program in conformance with 2 CFR Part 200, subpart E, as applicable to “Cost Principles for State, Local, and Indian Tribal Governments” (formerly OMB Circular A-87), “Cost Principles for Non-profit Organizations” (formerly A-122), “Cost Principles for Educational Institutions” (formerly A-21). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis (if allowed).

iii. Inspection and Acceptance

Subrecipient shall only tender for acceptance those items that conform to the requirements of this Agreement. Corporation reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance and may require re-performance of nonconforming Services. If reperformance will not correct the defects or is not possible, Corporation may seek adequate

consideration for acceptance of nonconforming Services. Corporation must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered

iv. Payment Process and Accounting Procedures

- i. Payment for all Services shall be made in United States currency.
- ii. Payment will be made upon receipt of an accurate and complete invoice from the Subrecipient for Services rendered. Corporation reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
- iii. Subrecipient is solely responsible for all of its costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- iv. All amounts paid by Corporation to the Subrecipient are subject to audit by the Corporation.
- v. Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in any invoice.
- vi. Corporation's payment of all or a part of an invoice shall neither relieve the Subrecipient of any of its obligations under this Agreement nor constitute a waiver of any claims by Corporation.

B. Documentation and Record Keeping

i. Records to Be Maintained

Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in: (a) 2 CFR Part 200; (b) 24 CFR 570.506; and (c) the Federal Register and all other applicable HUD notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the Corporation. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program as modified by the Federal Registers;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds, as applicable;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, as applicable;
- Financial records as required by (1) 24 CFR 570.502; and (2) 2 CFR Part 200; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

At a minimum, Subrecipient shall maintain records required by 24 CFR 570.506 as if the requirements in 24 CFR 570.506 were directly imposed upon Subrecipient and additionally include any recordkeeping requirements imposed by the Federal

Registers.

ii. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for seven (7) years following the final disbursement of the Grant Funds. However, no records, supporting documents, statistical records and all other records may be destroyed without receiving written consent from HTFC, which shall not occur, for Subrecipients who are units of local government, sooner than three (3) years from closeout of the HUD grant. 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 retention period, then all such records must be retained until completion of the actions and resolution of all issues, or the retention period, whichever occurs later.

iii. Data

Subrecipient shall maintain data for efforts provided as required by the Corporation. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to applicable federal authorities, Corporation monitors, or their designees for review upon request.

iv. Disclosure

Subrecipient understands that data collected under this Agreement is private and confidential and that the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement, are subject to the provisions of Article 6-A, "Personal Privacy Protection Law", of the New York State Public Officers Law, as well as all other applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a).

v. Close-out

Subrecipient's obligation to the Corporation shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to: (1) 2 CFR Part 200 (and in particular 200.344 Closeout); (2) 24 CFR 570.509; and (3) applicable HUD notices. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of assets (including the return of all unused materials, equipment, properly addressing Program Income balances, and accounts receivable to the Corporation), determining the custodianship of records, and Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG-DR funds, including Program Income.

vi. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Corporation, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notification of such deficiencies is received by Subrecipient. 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 and/or termination. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Corporation policy concerning Subrecipient audits and 2 CFR Part 200, subpart F.

9. Reporting and Payment Procedures

A. Program Income and Other Assets

Program Income is defined as the gross income, which includes principal and interest, of the Subrecipient or its sub-subrecipients¹ that was generated from the use of CDBG-DR funds when such total exceeds \$35,000, as that term is defined in section III.E of Appendix B of HUD Notice 87 Fed. Reg. 31,636 (May 24, 2022, as may be amended by HUD). When the income is generated by an activity that is only partially funded with CDBG-DR funds, the income must be prorated to reflect the percentage of CDBG-DR used.

The gross income from the CDBG-DR funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by Subrecipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, Subrecipient must submit the account bank settlements to the Corporation, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000, at which time the Corporation may provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to the Corporation at the end of the State's fiscal year with a required annual Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by Subrecipient or its sub-subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the Corporation.

¹ As used herein, a "sub-subrecipient" refers to all subrecipients that are lower-tiered than the Subrecipient that is a signatory to this Agreement.

Real property sold within five (5) years from the date of closeout by the Corporation must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the Corporation, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by Subrecipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

Subrecipient shall report monthly all Program Income, if any, as defined in III.E of Appendix B of HUD Notice 87 Fed. Reg. 31,636 (May 24, 2022, as may be amended by HUD), generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income shall be returned to Corporation, absent written authorization from Corporation to the contrary, in accordance with any procedures established by HUD and Corporation. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and shall be remitted promptly to Corporation.

All program assets other than Program Income (including property, equipment, etc.) shall revert to the Corporation upon termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines.

B. Indirect Costs

Indirect costs will not be compensated for under this Agreement unless specified through a cost-allocation plan approved by the Corporation.

C. Performance Reports

In addition to accomplishments, including deliverables and metrics, referenced in Schedule A, Subrecipient shall submit an annual performance report and additional progress reports in the form, content, and frequency as requested by the Corporation. At a minimum, Progress Reports shall be submitted no less frequently than as required by (1) 2 CFR Part 200; (2) 24 CFR 570.507; and (3) the applicable HUD Notices.

D. Payment Procedures

In accordance with the terms in Section 6 above, the Corporation will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient, consistent with the Subrecipient Program Description, the Budget, Corporation policy concerning payments, and applicable Federal and State law and regulation. In addition, the Corporation reserves the right to liquidate funds available under this Agreement for costs incurred by the Corporation on behalf of Subrecipient.

E. Reporting Obligations

The Subrecipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the

Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in the Corporation's CDBG Grant Administration Manual and corresponding laws, regulations, and statutes, the attached Schedule D "Period of Affordability", and the related Regulatory Agreement, Construction Loan Agreement and the Grant Enforcement Mortgage for residential rental projects.

The following chart summarizes some of the Subrecipient reporting obligations to the Corporation. This chart is not intended to catalogue all of Subrecipient's reporting obligations under this Agreement. Note that some of the below reports require the submission of information related to contractors and subsequent subcontractors, which Subrecipient is responsible for collecting and providing to the Corporation as required by the cited provision.

Report	Frequency
Program Income Report	Quarterly
Annual Progress Report	Annual
M/WBE Report	Quarterly
Section 3 Report	Bi-Annual
EEO Report	Quarterly

10. Sub-granting/ Subcontracts

A. Approvals

Subrecipient shall not enter into any contract for goods or services with any entity or individual to assist in effectuating the activities of this Agreement without the written consent of the Corporation prior to the execution of such contract. Unless specified otherwise within this Agreement, Subrecipient shall procure all materials, property, equipment, or services in accordance with the requirements of 2 CFR Part 200, as applicable, including but not limited to the need to appropriately assess the lease versus purchase alternatives. Only when the Corporation's procurement policies are more stringent than those found at 2 CFR Part 200, as applicable, Subrecipient may be required to comply with current Corporation policy concerning the acquisition of materials, property, equipment, or services. HTFC has adopted 2 CFR 200.317, meaning that it will follow its own State procurement processes and evaluate the cost or price of products or services, but impose 2 CFR 200.318 through 2 CFR 200.327 on its subrecipients. [Section III.A.1.a.(2)(a)(iii)]

i. Monitoring of subcontractors/sub-subrecipients

In accordance with Federal, State, and local laws, regulations, HUD Notices, program guidelines, and the policies and procedures to be issued by the Corporation, Subrecipient will monitor any and all sub-subrecipient efforts on a regular basis to assure 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. Information detailing credible

evidence of waste, fraud or abuse, shall be immediately reported to the Corporation, followed by a written report to be submitted to the Corporation within ten (10) calendar days.

ii. Content

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-subrecipient or subcontractor agreement executed to effectuate this Agreement, including but not limited to, the indemnity, insurance and vendor responsibility provisions.

iii. Selection Process

Subrecipient shall undertake to ensure that all sub-subrecipients and subcontractors utilized to effectuate this Agreement shall be awarded on a fair and reasonable basis in accordance with applicable Federal, State, and local laws, regulations, and HUD Notices, including the HUD Reform Act codified at 42 U.S.C. § 3537a (referred to as Section 103). Subrecipient shall conduct a vendor responsibility review of its proposed sub-subrecipients and/or subcontractors prior to permitting them to work on any activities covered by this Agreement and shall ensure that they remain responsible throughout the Term of their engagement. Executed copies of all sub-subrecipient and subcontractor agreements shall be forwarded to the Corporation along with documentation concerning the selection process.

B. Subcontracting

If the Subrecipient does subcontract out any portion of the Services, nothing contained in this Agreement or otherwise, shall create any contractual relationship between Corporation and the Subrecipient's subcontractors, and no subcontract shall relieve the Subrecipient of its responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to Corporation for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Subrecipient and for persons directly employed by the Subrecipient.

The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from Corporation's obligation to make payments to the Subrecipient. As a result, Corporation shall have no obligation to pay or to enforce the payment of any moneys to any subcontractors.

The Subrecipient will include a copy of this Agreement in every sub-subrecipient agreement, contract and subcontract(s) issued by it so that such provisions will be binding upon each of its sub-subrecipients, contractors and subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

11. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, as applicable, and 24 CFR Part 570 Subpart J, which include but are not limited to the following:

- i) Subrecipient shall transfer to the Corporation any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- ii) Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.489 (j) until five (5) years after expiration of this Agreement or such longer period of time as the Corporation deems appropriate. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay the Corporation an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the Corporation. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Corporation deems appropriate.
- iii) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Corporation or (b) retained after compensating the Corporation an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

12. Use of Grant Funds to Make Loans

If Subrecipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by Subrecipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between Subrecipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by Subrecipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") funds awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of the Lender or Borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Borrower under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Borrower under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Borrower written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

13. Other Program Federal Requirements

The Subrecipient shall, during the term of this Agreement, carry out each activity in compliance with all Federal laws, the Statutes, and regulations as applicable described in 24 CFR Part 570, subpart I and K.

A. Environmental Standards:

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). The Subrecipient shall cooperate and provide any analysis or information reasonably requested by the Corporation to conduct the Environmental Review for the proposed project. All Environmental Review requirements, including but not limited to the compliance areas outlined below, can be found in Chapter 2 of the Corporation's CDBG Grant Administration Manual.

1. Environmental Laws

Subrecipient agrees to comply with, and shall retain an independent environmental monitor to document compliance, to the extent applicable, with the following requirements (and their State and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement or the Corporation's policies and procedures, and all applicable State and Federal statutes, rules and regulations including, but not limited to, any of the following as may hereinafter be amended, superseded, replaced, or modified:

- i) The National Historic Preservation Act of 1966 (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2);
- ii) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR, 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961; 3 CFR, 1977 Comp., p. 121);
- iii) Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- iv) Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- v) Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- vi) Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- vii) Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- viii) EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93) and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
- ix) Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- x) HUD criteria and standards at 24 C.F.R. Part 51;

- xi) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp. p. 859);
- xii) Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- xiii) National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- xiv) Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- xv) Runway Clear Zone regulations (24 C.F.R. Part 51);
- xvi) Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- xvii) HUD Environmental Standards at 24 CFR 58.5(i) that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property;
- xviii) HUD, EPA, and New York State regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR Part 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), HUD's Lead Safe Housing rule (24 C.F.R. Part 35 Subparts B, H, and J), and the HUD Guidelines For The Evaluation And Control of Lead-Based Paint Hazards In Housing; and
- xix) All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, "Environmental Laws" shall mean any Federal, State, provincial or local law (including but not limited to statutes, rules, regulations, ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the Corporation Program.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

3. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of structures containing

residential units with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The Regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

4. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800 and 801, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, as well as any other applicable laws or regulations relating to historic properties. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

5. Implementation of Mitigation Measures

Subrecipient agrees to comply with and timely implement any and all mitigation measures and other requirements set forth in any environmental reviews, environmental assessments, or environmental impact statements performed or to be performed in connection with, or records of decision or any similar documents, issued or to be issued in connection with, the CDBG-DR Program as may be applicable to this Agreement. It is Subrecipient's responsibility to ensure that it has complete copies of all such documents.

6. Energy Efficiency.

The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Solid Waste Disposal.

Pursuant to 2 CFR § 200.323, Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Nondiscrimination and Debarred Contractors

In compliance with 24 CFR 570.60, the Subrecipient must comply with the Federal requirements set forth in 24 CFR Part 5, subpart A, which includes non-discrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors (each contractor employed on a CDBG assisted project must be documented that he/she is not on the Federal debarred, suspended or ineligible contractor list) and drug-free workplace.

C. Displacement, Relocation, and Acquisition

The CDBG Program is subject to an overall policy of minimizing displacement and is subject to the Uniform Relocation Assistance and Real property Acquisition policies Act of 1970 (URA), 49 CFR 24, 24 CFR 570.606(b)(c) and (d) and Section 104(d) of the Housing and Community Development Act of 1974, as amended. The Subrecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with CDBG funds.

D. Labor Requirements

40 USC, Chapter 3, Section 276a-276a-5; Chapter 327, 25 USC 5307 and 29 CFR Parts 1, 3, 5, 6 and 7, Public Law (United States) 71-798 (the "Davis Bacon Act" as amended) are triggered when construction, renovation or repair work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

Subrecipient agrees to comply with the requirements of the above provisions and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Davis-Bacon Act does not apply to the rehabilitation of residential structures containing less than eight (8) units or force account labor (construction carried out by employees of the Subrecipient). For all activities subject to the Davis Bacon Act., Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Corporation for review upon request.

Further, all construction contracts and any subcontracts in excess of \$2,000 for construction or repair must be in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3,

“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Furthermore, the Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 US 874 et seq.) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Corporation.

The Contract Work Hours and Safety Standards Act is applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers. The Subrecipient and its contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that Act and with other applicable Federal laws and regulations pertaining to labor standards.

E. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR Part 200, as applicable, and 24 CFR 570.489 (h) and 24 CFR 570.611, which include, but are not limited to, the following:

1. It is presumed that Subrecipient is subject to State and local ethics laws and regulations related to the conduct of its officers, employees or agents engaged the award and administration of this Agreement.
2. In the event Subrecipient is not, Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
3. The Subrecipient shall notify the Corporation as soon as possible if this Agreement

or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the Corporation is able to assess such actual or potential conflict. The Subrecipient shall provide Corporation with any additional information necessary for Corporation to fully assess and address such or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by Corporation, including, but not limited to, the use of independent contractors and/or subcontractors to perform the portion of work that gives rise to the actual or potential conflict. As requested by RHC, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

4. 24 CFR 570.489 (h): No covered person(s) who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in decision making process or gain inside information with regard to CDBG-assisted activities may obtain a financial interest or financial benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in-laws or a covered person. Further, no officer, employee, agent, elected official, appointed official, or consultant of a covered person may occupy a CDBG-assisted affordable housing unit in the Project. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Corporation, Subrecipient, or any designated public agency

F. Section 3

This section is only applicable if the funds that are the subject of this Agreement will fund one or more Section 3 Projects. A Section 3 Project, determined at the project site level, is a housing rehabilitation, housing construction and other public construction project where more than \$200,000 of federal HUD funds, like the funds subject to this Agreement, are being spent.

If the funds subject to this Agreement will fund a Section 3 Project, compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, implementing regulations set forth at 24 CFR Part 75 and HCR's Section 3 policies (together, "Section 3") shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Corporation, Subrecipient, and any of Subrecipient's sub-subrecipients, contractors, and subcontractors. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

Section 3 Compliance Plan must be submitted prior to funding and is available at <https://hcr.ny.gov/S3ParticipationPlan>. Section 3 Reporting will be required twice a year. The report is available here: <https://forms.office.com/g/XtC2LpxJ4w>. The bi-annual reporting consolidates required information from all subrecipients, contractors and subcontractors, the form for which is available here: <https://hcr.ny.gov/S3SubReportingForm>. The required contract clause that must be used in all contract with subrecipients, contractors and subcontractors is available here: <https://hcr.ny.gov/S3ContractClause>. More guidance on Section 3 can be found here: <https://hcr.ny.gov/section-3-compliance>

The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, and to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

The Subrecipient agrees to notify sub-subrecipients, contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include the required Section 3 clause in every subrecipient agreement, contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project. The Subrecipient will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The Subrecipient agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, and to the greatest extent feasible, Subrecipient agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Subrecipient is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

If applicable, the Subrecipient agrees to notify each labor organization or representative of workers with which the Subrecipient has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The Subrecipient agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by New York State Homes and Community Renewal and the United States Department of Housing and Urban Development (HUD). The Subrecipient is responsible for providing Section 3 performance metrics and supporting documentation for all the subrecipients, contractors, and subcontractors related to this funding, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 and New York State Homes and Community Renewal's Section 3 policies may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

G. Affirmatively Furthering Fair Housing

Pursuant to 24 CFR 570.487, each unit of general local government is required to certify that it will affirmatively further fair housing throughout the community as defined in 65 CFR 16715. The Subrecipient is required to report on an Annual Basis, in January of each year, through the Annual Performance Report as set forth in the NYS CDBG policies and procedures.

H. Affirmative Marketing Policy

Subrecipients of NYS CDBG funds must comply with an approved affirmative marketing, tenant selection and long-term management guidelines and plan requirements, and in compliance with the policies and procedures promulgated by HCR and HTFC, as to marketing and tenant selection requirements, and to comply with all Federal, New York State and local fair housing and non-discrimination laws, as applicable. The policy must be reviewed and updated every five (5) years.

I. Equal Employment and Minority and Women Owned Business Participation

Under the terms of Executive Order 11246, CDBG Subrecipients are required to include the equal opportunity clause in all non-exempt federally-assisted contracts for more than \$10,000, as set forth in Section 202 of Executive Order 11246; and ensure that all federally-assisted construction contractors and subcontractors on a NYS CDBG-assisted project take affirmative actions to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.

Under 2CFR 200.321 and Article 15A of the New York State Executive Law, all award Subrecipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article and promote opportunities for maximum feasible participation of certified minority-and/or women-owned business enterprises ("M/WBEs"). Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified M/WBE are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by the Corporation pursuant to Section 313 of the Article.

Accordingly, Subrecipient certifies that it has made and will continue to make good-faith efforts to provide the maximum practical opportunity to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors at all tiers on this project. Subrecipient shall provide quarterly reporting of M/WBE data in a form acceptable to HTFC, with copies of contractor and subcontractor M/WBE documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Subrecipient, and Subrecipient's contractors and their subcontractors at all tiers, shall maintain copies of all reports and supporting documents as set forth in this Agreement.

J. Affordability

In compliance with 24 CFR §570.208(a)(3) and §570.483(b)(3), Subrecipients of NYS CDBG funds must ensure assisted rental units are occupied by and affordable to low- and moderate-income tenants for housing activities intended to meet Low-and-moderate national objectives. However, the Subrecipient may receive approval from Corporation to allow the Subrecipient to assist rental units that are occupied by non-low and moderate income tenants to meet National Objectives as permitted by the Program.

K. Relocation, Real Property Acquisition, and One-for-One Housing Replacement

To the extent applicable to its performance under this Agreement, and as modified by the Federal Register, Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-DR assisted project. Subrecipient also agrees to comply with applicable Corporation resolutions, policies and procedures concerning the displacement of persons from their residences.

L. Certification of Nonsegregated Facilities (Applicable to construction contracts exceeding \$10,000).

The Subrecipient certifies that it does not, nor does its contractors or subcontractors, maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the nondiscrimination clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time

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

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

14. Personnel and Participant Conditions

a. Civil Rights

i. Compliance

Subrecipient agrees to comply with the New York State Human Rights Law and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

ii. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

iii. Land Covenants

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

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

b. Employment Restrictions

i. Prohibited Activity

Subrecipient is prohibited from using Grant Funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Conduct

i. 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.

ii. Lobbying

Subrecipient hereby certifies that:

1. To the best of its knowledge and belief, 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 this 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, Subrecipient shall 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 a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. It has and will comply with Section 139-j and 139-k of the State Finance Law.
5. It will require that the language of paragraphs (1) through (5) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.

d. Copyright

If this Agreement results in any copyrightable material or inventions, the Corporation and/or HUD 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. This clause shall survive indefinitely the termination of this Agreement for any reason.

e. Religious Activities

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

15. Notices

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested, to Subrecipient and to the Corporation at the addresses first set out herein. A party may change this address by giving notice as provided herein, which will be effective upon receipt.

16. Assignment

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Corporation. Any change of control by the Subrecipient shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Subrecipient.

17. Assurance of Authority

The Subrecipient hereby assures and certifies that:

- The Subrecipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.
- There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Subrecipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (Financial or otherwise) of the Subrecipient which would materially and substantially

impair the Subrecipient's ability to perform any of the obligations imposed upon the Subrecipient by this Agreement.

- The representations, statements, and other matters contained in the Subrecipient's Application were true and complete in all material respects as of the date of filing. The Subrecipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Subrecipient is aware of no event or other fact that should have been, and has not been, reported in the Application.
- Insofar as the capacity of the subrecipient to carry out any obligation under this Agreement is concerned, a) the Subrecipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (b) the execution and performance of this Agreement will not result in any such violation.

18. Photography Release

Subrecipient shall require any Third Party to execute a photography release, an example of which is available on the RHC website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

19. Severability

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

20. 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.

21. Waiver

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

22. Choice of Law and Dispute Resolution

Subrecipient and Corporation agree to negotiate all disputes between them in good faith for a period of ninety (90) days from the date of notice. In the absence of a resolution regarding the dispute, the Parties may exercise their rights under Law.

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any

way to the Agreement shall be subject to the exclusive jurisdiction of the State courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

23. Compliance with Law

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted or referenced herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, shall be in addition to, and not a limitation of, duties, obligations, rights and remedies otherwise imposed by applicable Law.

Subrecipient and its sub-subrecipients, contractors and subcontractors shall comply with all laws and regulations applicable to the CDBG-DR funds appropriated by the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L.117-43) and the Continuing Appropriations Act, 2023 (Pub. L. 117-180) including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses. Also, as specified by the May 24, 2022 FRN: "Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729."

24. Subrogation

Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation. However, Subrecipient shall promptly return any and all funds to the Corporation which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

25. Miscellaneous Provisions

- i. Force Majeure. Any delay or failure of either Party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the

effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon State or Federal highways for a continuing period of not less than fourteen (14) days and Federal or State government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time

- ii. Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.
- iii. No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
- iv. Authorization. The Subrecipient, or the representative(s) signing this Agreement on behalf of the Subrecipient, represents and warrants that the Subrecipient has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Subrecipient and to bind the Subrecipient to its contractual obligations hereunder.

26. Counterparts

This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

27. No Arbitration

Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

28. Non-collusive Bidding Certification

If this Contract was awarded based upon the submission of a bid or proposal, the Subrecipient affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any competitor.

29. MacBride Fair Employment Principles

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Subrecipient hereby stipulates that Subrecipient and its Contractor(s) either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

30. Prohibited Entities

Subrecipient certifies that it will not utilize on this Agreement any contractor or subcontractor that is identified on the Prohibited Entities List, including but not limited to “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012”. Subrecipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Subrecipient also agrees that any proposed assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by the Subrecipient.

During the term of the Agreement, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the certifications within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

31. Entire Agreement

This Agreement, together with all Schedules and Exhibits, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous understandings, communications and proposals, whether electronic, oral, or written, among the Parties with respect to this Agreement. This Agreement, and all Schedules and Exhibits, may be amended, supplemented, modified or cancelled only by a duly executed written Amendment.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

Housing Trust Fund Corporation

By: _____
Name: Dina Levy
Title: Senior Vice President
Homeownership and
Community Development

Village of Pleasantville

By: _____
Name:
Title:

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a

Notary Public in and for said State, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A: SCOPE OF WORK

Nannahagan Brook Resiliency Planning

[Insert brief project description outlining problems the project will address and solutions being pursued]

Subrecipient will work with RHC staff to procure architectural and engineering support services for the below pre-development and grant application activities (“Scope of Work”). Subrecipient will execute a contract with the selected firm or firms and manage the vendor to complete the below activities. Should the total cost of the procured services exceed the budget outlined in Exhibit B, RHC and subrecipient will select which services will be funded through this agreement within the available budget and amend this Exhibit accordingly.

1. Project Kick-off Meeting (includes Site Visit).
2. Data Request (Data Collection, Review & Gap Analysis).
 - a. This will include a review of the Project’s survey provided by the Village, to evaluate any additional survey information required.
3. Field Investigations and Observations
 - a. This will include the completion of up to five borings.
4. Site Development Permit Planning
 - a. The review will be based on the nature and SOW developed at the 30% DD phase and will include identification of required permitting and associated anticipated permitting schedule.
5. Civil Engineering and the completion of the three conceptual designs up to 30% noted below:
 - a. Hydrologic and Hydraulic Analysis of the project area and proposed flood mitigation solution.
 - b. Retaining Wall Structural Analysis and proposed recommendation.
 - c. Evaluation of the Village’s Water and Distribution System and proposed improvement.
6. Preliminary Construction Cost Analysis for the three conceptual designs noted in 5a-5c.
7. Meetings and Coordination
 - a. This will include the participation in pre-planning project status meetings as requested by the Village.

Schedule

ACTIVITY	COMPLETION DATE
A&E Support Services Procurement	Q2 2024 to Q3 2024
Project Implementation	Q3 2024 to Q3 2025
Closeout	Q3 2025 to Q3 2026

SCHEDULE B: AWARDED BUDGET

Upon the completion of procurement of architectural and engineering support services by Subrecipient this Exhibit will be amended to reflect any changes to Exhibit A Scope of Work along with the procured costs of each activity. The total budget will in no event exceed the total amount authorized in this agreement.

ACTIVITY	BUDGET
Project Kick-off Meeting (includes Site Visit).	\$2,900.00
Data Request (Data Collection, Review & Gap Analysis)	\$8,500.00
Field Investigations and Observations	\$35,000.00
Site Development Permit Planning (identification of required permitting and associated anticipated permitting schedule)	\$15,750.00
Hydrologic and Hydraulic Analysis of the project area and flood mitigation solution (includes conceptual design up to 30%)	\$35,500.00
Retaining Wall Structural Analysis and proposed recommendation (includes conceptual design up to 30%)	\$41,850.00
Evaluation of the Village's Water and Distribution System and proposed improvement (includes conceptual design up to 30%)	\$14,600.00
Preliminary Construction Cost Analysis of the three conceptual designs up to 30%	\$4,500.00
Meetings and Coordination	\$17,500.00
Contingency	\$23,900.00
TOTAL BUDGET	\$200,000.00

SCHEDULE E: FEDERAL AWARD INFORMATION

In addition to the information included in the contract, Federal regulations require identification of federal funds in the contract as noted below.

Unique Entity Identifier: WLNYYVLMWZ9V6

Federal Award Identification Number (FAIN): B-21-DF-36-0001

Federal Award Date: 11/27/23

Period of Performance and Budget Period Start Date: 11/27/23

Period of Performance and Budget Period End Date: 11/27/29

Name of Federal awarding agency: [Department of Housing and Urban Development \(HUD\)](#)

Pass-through entity: Housing Trust Fund Corporation

Contact information for Pass-through entity: 38-40 State Street Albany, NY 12207-2837

Assistance Listings Number and Title: 14.228 - COMMUNITY DEVELOPMENT BLOCK GRANTS/STATE'S PROGRAM AND NON-ENTITLEMENT GRANTS IN HAWAII

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

Appendix 1

EQUAL OPPORTUNITY REQUIREMENTS

In connection with this Agreement, Subrecipient agrees to abide by the provisions of Article 15-A of the Executive Law as may be amended from time to time ("Statute") and the regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development as may be amended from time to time ("Regulations"). Subrecipient also agrees to include the provisions of this exhibit in every contract and subcontract in such a manner that the requirements of the provisions will be binding upon each contractor and subcontractor as to work performed in connection with this Agreement. Subrecipient agrees that Corporation shall be deemed a third-party beneficiary of the provisions of this exhibit with respect to any contracts and subcontracts thereunder and shall have the full right of enforcement thereof.

1. Cooperation with HTFC

Subrecipient shall at all reasonable times make available and provide to Corporation's Office of Fair Housing and Equal Opportunity ("OFHEO"), HTFC or its agents all material and documents relating to this Agreement and shall allow the representatives of Corporation access to the location of the work and the individuals employed thereon to verify compliance with this agreement.

2. Reports

After the award of this agreement, Subrecipient shall submit to OFHEO such reports, in form and manner and at such times as is required by Corporation.

3. MINORITY AND WOMEN-OWNED BUSINESS and SERVICE-DISABLED VETERAN-OWNED BUSINESS Participation Goals.

(a) Participation goals have been adopted to ensure the opportunity for meaningful participation of minority and women-owned business enterprises and service-disabled veteran-owned business enterprises in the work to be undertaken by Subrecipient and financed with funds provided by Corporation. These goals are expressed as a percentage of the total value of all work to be performed under the Agreement. These percentages are 22% for minority-owned business enterprises ("MBEs"), 10% for women-owned business enterprises ("WBEs") and 6% for service-disabled veteran-owned business enterprises. Subrecipient agrees to make good faith efforts to achieve these participation goals.

(b) The Directory of Certified Minority and Women-owned Businesses published by the Division of Minority and Women's Business Development of the New York State Department of Economic Development lists the only enterprises which are

recognized as minority or women-owned business enterprises for the purpose of meeting the participation goals.

(c) The Directory of Certified Service-Disabled Veteran Owned Businesses maintained by the Division of General Services of the New York State lists the only enterprises which are recognized as service-disabled veteran-owned business enterprises for the purpose of meeting the participation goals.

4. Contract Attachment Requirements

Each contract or subcontract entered into by Subrecipient for the work to be performed shall include the following contract clauses:

a. Equal Employment Opportunity Pledge. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. Policy Statement. As a precondition to entering into this Agreement, the contractor shall submit an Equal Employment Opportunity Policy Statement to Corporation. The Policy Statement shall contain and the contractor shall, during the performance of this Agreement, agree to the following:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(ii) The contractor shall state in all solicitations or advertisements for employees that, in the performance of state funded contracts, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) At the request of HTFC, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, union or representative will affirmatively cooperate in the implementation of the contractor's obligations.

c. Minority-owned Business Enterprises/Women-owned Business Enterprises

(i) Good Faith Efforts to Achieve Participation Goals. The Subrecipient will, and will cause its contractors and subcontractors to take the following good faith actions to achieve the participation goals:

(A) Actively and affirmatively solicit bids for contracts and subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

(B) Obtain a copy of the Directory of Certified Minority and Women-owned Businesses and solicit bids from MBEs and WBEs in the Directory.

(ii) The Subrecipient and its subcontractors shall at all reasonable times make available to Corporation or its agents all materials and documents relating to this Agreement and shall allow the representatives of Corporation access to the location of the work and the individuals employed thereon to verify compliance with this Agreement.

(iii) The Parties agree as a condition of entering into this Agreement and Subrecipient contracts and subcontracts to be bound by the provisions of Section 316 of the Executive Law.

d. Service-Disabled Veteran-Owned Business Enterprises

(i) Good Faith Efforts to Achieve Participation Goals. The contractor will, and will cause its contractors and subcontractors to take the following good faith actions to achieve the participation goals:

(A) Actively and affirmatively solicit bids for contracts and subcontracts from qualified SDVOBs, including circulation of solicitations to SDVOB contractor associations.

(B) Obtain a copy of the Directory of Certified Service-Disabled Veteran Owned Businesses and solicit bids from SDVOBs in the Directory.

(ii) The contractor and its subcontractors shall at all reasonable times make available to HTFC or its agents all materials and documents relating to this Agreement and shall allow the representatives of HTFC access to the location of the work and the individuals employed thereon to verify compliance with this Agreement.

(iii) The Parties agree as a condition of entering into this Agreement and Subrecipient contracts and subcontracts to be bound by the provisions of Section 316 of the Executive Law.