

**City of Riverside Municipal Investment Fund Planning Grant
Subcontractor Partnership Agreement**

BETWEEN

GRID Alternatives Inland Empire, City of Riverside and USGBC-CA

BACKGROUND

The City of Riverside, home to 318,858 residents, is the largest city in Riverside County and the Inland Empire. To accelerate its clean energy transition, Riverside will use the Market Building Grant to establish a public-private partnership with USGBC California (USGBC-CA) and GRID Alternatives Inland Empire (GRID). This collaboration follows a "whole community approach", combining local government leadership with the expertise of nonprofit organizations to implement clean energy solutions that enhance residents' quality of life. The initiative will develop financial templates, build local capacity, and host roundtables and training sessions to strengthen the region's clean energy infrastructure.

Riverside

Riverside has made significant strides toward becoming a green economy leader, aligning with California's goal of reaching 100% renewable energy by 2045. The Envision Riverside Plan (2025) prioritizes community, economic, and environmental benefits through sustainability strategies. The City maintains the greenest municipal fleet in North America since 2022 and recently completed its Zero-Emissions Vehicles Fleet Transition Plan to electrify its vehicle fleet and install charging infrastructure. Riverside Public Utilities (RPU) is aligning with California's carbon reduction goals through its 2023 Integrated Resource Plan, targeting a 65-74% reduction in electricity sector emissions from 1990 levels. The City's Capital Improvement Plan (2024-2029) also prioritizes retrofitting municipal buildings with energy-efficient systems to further cut emissions.

Partners

The partnership between USGBC-CA, GRID, and the City of Riverside (Partners) brings together complementary expertise:

- USGBC California (USGBC-CA): USGBC CA, a nonprofit with over 3,000 members, is dedicated to transforming California's built environment into a more sustainable, resilient, and equitable space. USGBC-CA supports green building education, workforce training, and technical assistance. Its emerging Building Performance Hub (BPH) will provide job placement, case assistance, and support for implementing Building Performance Standards. Additionally, USGBC-CA's Green Janitor Education Program and Green Professionals (GPRO) program will equip workers with the green building expertise needed to support Riverside's transition to a greener built environment.
- GRID Alternatives Inland Empire (GRID): The nation's largest solar nonprofit, GRID specializes in community engagement, renewable energy installations, and workforce training. In 2020, the City of Riverside & GRID received funding from the California Strategic Growth Council through the Transformative Climate Communities program for the "Eastside Climate Collaborative" to reduce greenhouse gas emissions, improve public health, and boost the economy. GRID is implementing the Eastside Climate Collaborative, which will install solar panels on up to 100 homes and prevent approximately 213,000 tons of greenhouse gas emissions.

Award of Municipal Invest Fund Planning Grant (MIF Planning Grant)

Riverside, in partnership with GRID Alternatives Inland Empire (GRID IE), the U.S. Green Building Council California (USGBC-CA), applied for ICLEI's -- Local Governments for Sustainability U.S.A., Inc. Municipal Investment Fund (MIF) Planning Grant, funded by the Greenhouse Gas Reduction Fund: National Clean Investment Fund (GGRF NCIF) program. Following the award, On November 1, 2025, GRID IE entered into a NCIF National Clean Investment Fund Second-Tier Subgrant Agreement (see National Clean Investment Fund Second Tier Subgrant Agreement ("Subgrant Agreement") dated November 1, 2025 which is incorporated herein by reference).

Objective of the MIF Planning Grant

The objectives of the MIF Planning grant are to reduce emissions of greenhouse gases and other air pollutants; deliver benefits of greenhouse gas- and air pollution-reducing projects to American communities, particularly low-income and disadvantaged communities ("LIDACs"); and mobilize financing and private capital to stimulate additional deployment of greenhouse gas- and air pollution-reducing projects.

AGREEMENT

The Partners hereby agree as follows:

Article I

Approved Activities; Performance; Budget and Invoicing

1.1 Approved Activities. In carrying out the objective of the MIF Planning Grant, the Partners shall perform activities in accordance with the approved budget (see page 39 of National Clean Investment Fund Second Tier Subgrant Agreement dated November 1, 2025 for reference) to wit:

Development of a public private partnership plan: The plan will focus on building a market in the City of Riverside for a pipeline of distributed energy generation and storage, zero-emission transportation, and other NCIF qualified projects with a focus on Low Income and Disadvantaged Communities (LIDACs), and engage in coalition building with stakeholders (Riverside Public Utility, potential project investors/sponsors, renewable energy installers, local labor unions, and affordable housing providers) to accelerate project pipeline development, engage with local, regional, and national green financing stakeholders and investors to reduce financial and systemic barriers to clean energy investment, and engage with job training partners to identify opportunities to leverage and build on existing training programs in the renewable energy and green building sector.

1.2 Performance Standards. Partners covenant and agrees, with respect to the conduct of the Project and its performance of the Approved Activities, as follows:

- (1) Partners shall devote the time, attention, knowledge, skills, and efforts reasonably required to successfully conduct the MIF Planning Grant and perform the Approved Activities in a professional and timely manner;
- (2) Partners shall not, nor permit any person performing work on its behalf to, violate any right of privacy of any individual or infringe upon any copyright, trademark, patent, trade secret, right of publicity, or other intellectual property right in the conduct of the MIF Planning Grant or the performance of the Approved Activities; and
- (3) Partners shall promptly notify ICLEI USA in writing if it becomes aware of circumstances that may prevent the goals and objectives of the Subgrant or the Project from being achieved, which notification must include a description of the issue, its potential impact on the Project, and any proposed corrective actions.

1.3 Period of Performance. The Period of Performance for this Partnership shall be from November 1, 2025 to May 1, 2026.

1.4 Budget and Allocations. The total budget for the MIF Planning Grant is \$250,000.

- (1) USGBC-CA is allocated an amount of \$65,910.00 for the following purposes in addition to Approved Activities: Pipeline Origination & Stakeholder Engagement: Facilitate stakeholder engagement through BuildSMART Sustainable Materials and Resources Trailer (2) Coalition Building to Accelerate Project Development: Develop policies that streamline project development with local stakeholders. (3) Financial Planning: Utilize Building Performance Hub to convene stakeholders with green finance to scale actionable results with P3 projects.”
- (2) The City of Riverside is allocated \$76,042.00 for “(1) Pipeline Origination & Stakeholder Engagement: Convene local stakeholders to identify community priorities and public/community-serving buildings (2) Coalition Building to Accelerate Project Development: Host forums to establish a coalition of project sponsors and stakeholders that accelerates economic development and project implementation through streamlined processes, improved utility collaboration, and creation of public-private partnerships. (see “Contractual Costs” listed in the Subgrant Agreement)

- (3) The balance of the budget, \$108,048, shall be allocated to GRID IE for Personnel, Salaries, Wages and Fringe as detailed in the Subgrant Agreement.

1.5 Invoicing. The Partners, USGBC-CA and City of Riverside shall invoice GRID IE for their allocated portions on or before the end of the Period of Performance. Payment of invoices shall be made within thirty (30) calendar days of receipt of the invoice(s), provided they are accompanied by documentation to substantiate the expenses to be reimbursed comply with Federal Requirements (e.g. invoiced for goods and services, time and effort reports for personnel, receipts or other proof of payment; records of purchase, use and disposal of property or equipment, and cost allocation documents).

Article II

Use of Partnership Funds; and Financial Management & Document Retention

2.1 Use of Funds. Partners covenant and agree, with respect to the use of Partnership funds, to use the funds solely for Eligible Expenses and Approved Activities in section 2.1 of this Agreement.

2.2 Financial Management & Document Retention. Partners shall maintain a financial management system and financial records and shall administer funds received pursuant to and in accordance with: (i) the terms and conditions of this Agreement; and (ii) all applicable Federal Requirements. Partners shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement sufficient to ensure compliance with the Federal Requirements in 2 CFR 334, which is generally three years from the date of submission of GRID IE's final financial report to ICLEI USA, or longer with respect to property or equipment purchased with Subgrant funds, or if an audit, claim, litigation, or investigation is initiated before the expiration of the retention period. This Section will survive the expiration or termination of this Agreement.

Article III

Monitoring, Reporting and Disclosures

3.1 Monitoring. Partners shall permit ICLEI USA to carry out monitoring and evaluation activities with respect to the Project and the Approved Activities, including any performance measurement system required by this Agreement, the Federal Requirements, or other applicable laws, regulations, funding sources, and guidelines. Partners shall reasonably and in good faith cooperate and cause its Program partners to cooperate with any reviews or audits of the activities under this Agreement by authorized representatives of ICLEI USA, CGC, the U.S. Government Accountability Office, the Comptroller General of the United States, or other applicable federal agency, and Partners shall ensure to the extent possible the cooperation of its agents, employees, officers, and directors and those of its partners in any such reviews and audits. This Section will survive the expiration or termination of this Agreement.

3.2 Reporting. Partners shall reasonably and in good faith cooperate with reporting requirements in accordance with NCIF National Clean Investment Fund Second-Tier Subgrant Agreement

(section 6.1), which may include project level date with the reporting requirement during the Term of this Agreement.

Article IV Choice of Law, Dispute Resolution

4.1 Choice of Law. This Agreement and any claims, controversies, disputes, or causes of action (whether in contract or tort) (each, a “**Dispute**,” and collectively, “**Disputes**”) based upon, arising out of, or related to this Agreement or any other agreement or instrument contemplated hereby) will be governed by, and constructed in accordance with, the internal laws of the State of California. without regard to conflicts of law principles.

4.2 Dispute Resolution. The Partners agree that the procedures set forth in this Section will be the exclusive mechanism for resolving any Dispute between the Partners based upon, that may arise out of or relate to this Agreement or any other agreement or instrument contemplated hereby, or the breach, termination, enforcement, interpretation or validity hereof or thereof.

(1) **Negotiation.** In the event of any Dispute, the Partners shall first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on such informal basis within 30 days of the delivery to the other Partner of written notice of such Dispute (“**Notice of Legal Dispute**”), each Party may, in its discretion, seek resolution of the Dispute in accordance with Section 5.2(1). Notices of Legal Dispute must be in writing and must set forth the facts of the Dispute and the relief requested.

(2) **Arbitration.** Any unresolved Dispute that has been subject to, and exhausted the procedures of, Section 5.2(a) will be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The Dispute(s) will be heard by one arbitrator. The place of arbitration will be in Riverside County, CA and the arbitration will be governed by the laws of the State of California. All proceedings and communications will be in English. Judgment on the award may be entered in any court having jurisdiction. This Paragraph will not preclude the Partners from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. Partners hereto hereby expressly and irrevocably waive the right to trial by jury. Except to the extent necessary to confirm an award or as may be required by applicable law, neither a Partner nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of the Partners

Article V General Terms and Conditions

5.1 Organizational Conflict of Interest

(1) Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, Partners are unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

(2) Partners must disclose in writing any potential or actual organizational conflict of interest which may inform CGC and the EPA of any such disclosures. Partners must provide the disclosure prior to engaging in a procurement or transaction using project funds with a

parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe

- (3) If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, Partners must procure goods and services from other sources when using project funds. Otherwise, CGC, and/or the EPA may terminate the Agreement in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government
- (4) Partners must flow down the requirements of this clause to any subcontractors. Partners are responsible for ensuring subcontractors compliance with this term
- (5) Partners must maintain written standards of conduct covering organizational conflicts of interest

5.2 Equal Employment Opportunity. During the performance of this Agreement, Partners agree as follows:

- (1) Partners will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Partners will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Partners agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Partners will, in all solicitations or advertisements for employees placed by or on behalf of Partners, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Partners will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Partner's legal duty to furnish information.
- (4) Partners will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Partner's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Partners will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Partners will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of Partner's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Partners may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Partners will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. Partners will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided*, however, that in the event Partners becomes involved in, or is threatened with, litigation with a subcontract or vendor as a result of such direction by the administering agency, Partners may request the United States to enter into such litigation to protect the interests of the United States.
- 5.3 Davis-Bacon Act (subchapter IV of chapter 31 of title 40, United States Code). Partners must comply with the clauses governing the payment of wages to laborers and mechanics engaged in the alteration, construction, or repair of this Project. Partners shall also comply with all ancillary requirements under the Davis-Bacon Act.
- 5.4 Partners Work Hours and Safety Standards Act. Partners must comply with the overtime requirements for laborers and mechanics under this Agreement. The requirements of 40 U.S.C. 3704 are also applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- 5.5 Clean Air Act and Federal Water Pollution Control Act. Partners agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 5.6 System for Award Management and Universal Entity Identifier Requirements. Unless exempted from this requirement, Partners must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest-level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until Partner's period of performance (including all extensions) ends or Partners receives the final payment, whichever is later. This requires Partners to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.
- 5.7 Audit and Recordkeeping Requirements. Partners shall retain all financial and programmatic records, supporting documents, statistical records, and other pertinent records for a minimum of three (3) years following the expiration or termination of this Agreement. Upon request,

Partners shall provide access to such records to ICLEI's and CCG and any authorized representatives. Records may be subject to reporting requirements under EPA ICR No. 2783.01 as applicable.

5.8 Disadvantaged Business Enterprise Participation. Partners shall make good faith efforts to engage Disadvantaged Business Enterprises (DBEs) in accordance with EPA's DBE Program. Partners must document all outreach efforts, solicitations, and responses related to DBE participation. Partners shall also flow down DBE engagement obligations to all subcontractors and vendors and ensure compliance with EPA inclusivity standards.

5.9 Debarment and Suspension.

- (1) Partners must complete and submit the attached certification indicating that Partners and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.
- (2) Partners must promptly notify each other in writing of any debarment, proposed debarment, suspension, or notices thereof, and cooperate with disclosures to the appropriate U.S. Government authorities.

5.10 Byrd Anti-Lobbying Amendment. Partners must complete and submit the attached certification indicating that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

5.11 Prohibition on certain telecommunications and video surveillance services or equipment. Partners must not use covered equipment or services in the performance of this Agreement. As described in 2 C.F.R. § 200.216 and Public Law 115-232, section 889, "covered equipment or services" means:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the U.S. Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

5.12 Domestic Preference. In the execution of this Agreement, Partners will, to the greatest extent practicable, make use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 CFR Part 184; 2 CFR 200.322. For purposes of this section, “produced in the United States” means,

(1) For iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) For “manufactured products” (defined as articles, materials or supplies that have been: (i) processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies), the final product was manufactured in the United States and at least 55 percent of the cost of all components were manufactured in the United States.

(3) For “construction materials” (defined as articles, materials, or supplies that consist of materials or supplies composed of non-ferrous metals; plastics and polymer-based products; glass, including optical glass; lumber; engineered wood; drywall; fiber optic cable; and optical fiber) all manufacturing processes for the construction material occurred in the United States.

5.13 Prohibition on Foreign Entities of Concern. Partners shall not use, subcontract to, or otherwise engage any entity identified as a Foreign Entity of Concern under federal guidance or applicable law. This includes any entity listed or restricted by the Federal Acquisition Security Council or other authorized government body in relation to national security or cybersecurity risks.

5.14 Export Control. Partners must comply with all applicable U.S. export control laws and regulations in the performance of this Agreement. Partners is responsible for obtaining any export licenses or other approvals that may be required during the course of performance under this Agreement.

5.15 Federal Grant Compliance. Partners shall comply with all applicable terms of 2 CFR Part 200 (Uniform Administrative Requirements) and 2 CFR Part 1500 (EPA-specific requirements), including but not limited to procurement standards, cost principles, and administrative obligations. This Agreement is funded pursuant to Section 134(a)(2) and (3) of the Clean Air Act, and Partners agrees that Federal funds may be used only to supplement, not supplant, other funding sources.

5.16 Non-Disclosure. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.’

5.17 Partners shall further comply with statutory whistleblower protections as defined in 10 U.S.C. 2409 and 41 U.S.C. 4712. Partners shall notify CGC of any related disclosures and cooperate fully with investigations conducted by CGC, the EPA, or designated federal authorities.

5.18 Allowable Costs and Financial Controls. Partners shall ensure project funds are used only for costs allowable under 2 CFR Part 200 Subpart E and not for any purpose deemed ineligible by EPA guidance or applicable law. Where relevant, Partners handling or

disbursing funds shall comply with FAA account control procedures and EPA draw and disbursement restrictions.

5.19 Mandatory Disclosures. Partners must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the Federal agency, the agency’s Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized officer as of the date first above written

GRID Alternatives Inland Empire

USGBC-CA

NAME: Jaime Alonso

NAME: Ben Stapleton

TITLE: Executive Director

TITLE: CEO

SIGNATURE: Jaime Alonso
Jaime Alonso (Apr 21, 2026 07:30:57 PDT)

SIGNATURE: Ben Stapleton
Ben Stapleton (Apr 21, 2026 09:00:22 PDT)

DATE (MM/DD/YYYY): 04/21/2026

DATE (MM/DD/YYYY): 04/21/2026

City of Riverside

NAME:

TITLE: City Manager

SIGNATURE:

DATE (MM/DD/YYYY):

ATTEST:

City Clerk

Approved as to Form:

BY: Ruthann Salera
Ruthann Salera (Apr 21, 2026 10:27:24 PDT)

Assistant City Attorney



Grid Alternatives Inland Empire Inc.

Final

**NATIONAL CLEAN INVESTMENT FUND
SECOND-TIER SUBGRANT AGREEMENT**

BETWEEN

ICLEI – LOCAL GOVERNMENTS FOR SUSTAINABILITY U.S.A., INC.

AND

GRID ALTERNATIVES INLAND EMPIRE INC.

Dated as of November 1, 2025



NATIONAL CLEAN INVESTMENT FUND
SECOND-TIER SUBGRANT AGREEMENT
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Program Title and Description: GGRFNCIF See Attachment 1 for program description for the NCIF Award (the "Program")	Federal Award Identification Number ("FAIN"): 84094201 NCIF Award Date: 08/08/2024
Subrecipient: Grid Alternatives Inland Empire Inc.	Period of Performance Beginning Date: November 1, 2025
Subrecipient's Unique Entity Identification Number: GX03HX2VLLP3	Period of Performance Expiration Date: May 1, 2026
Subgrant Amount: \$250,000.00	
Subgrant Maximum (Ceiling) Amount: \$250,000.00	
Funding Program: Inflation Reduction Act	Funding Source: Federal – United States Environmental Protection Agency
Assistance Program (CFDA): 66.957 - Greenhouse Gas Reduction Fund: National Clean Investment Fund	
Statutory Authority: Clean Air Act: Sec. 134(b)(2) and (3)	
Regulatory Authority: 2 CFR 200, 2 CFR 1500 and 40 CFR 33	
Award program description, as required for the Federal Funding Accountability and Transparency Act: The Program to be funded under the NCIF Award will establish and operate a national green bank and associated network of green banks and other green finance providers for the purposes of providing Financial Assistance to Qualified Projects, conducting Market-Building Activities, conducting Predevelopment Activities and conducting Program Administration Activities.	
Approved Project Budget: See Attachment 2	
Indirect Cost Rate: 15%.	



Attachments - The following Attachments are included with this Agreement:

1. Attachment 1: Description of Program
2. Attachment 2: Approved Budget
3. Attachment 3: Approved Activities
4. Attachment 4: Key Personnel
5. Attachment 5: Budget Modification Request Form
6. Attachment 6: Draw Notice Form
7. Attachment 7: Certification Regarding Lobbying
8. Attachment 8: NCIF Terms and Conditions

Principal Representatives:

For ICLEI USA:	For Subrecipient:
Saharnaz Mirzazad, Executive Director ICLEI USA 1536 Wynkoop St, #901 Denver, CO 80202 Email: Saharnaz.mirzazad@iclei.org Phone: 510-844-0699	Jaime Alonso, Executive Director Grid Alternatives Inland Empire Inc. 2100 Atlanta Ave Riverside, CA 92507 Email: jalonso@gridalternatives.org Phone: (951) 471-7048
<i>With a copy to:</i>	<i>With a copy to:</i>
Sector Law Group PLLC Attn: Karen Schauble PO Box 101085 Denver CO 80250 Email: karen@sectorlaw.com Phone: 720-538-9663	



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**NATIONAL CLEAN INVESTMENT FUND
SECOND-TIER SUBGRANT AGREEMENT**

THIS NATIONAL CLEAN INVESTMENT FUND SECOND-TIER SUBGRANT AGREEMENT (as amended from time to time, and together with the Cover Page and Attachments hereto, this "Agreement"), dated effective as of November 1, 2025 (the "Effective Date"), is between ICLEI – Local Governments for Sustainability U.S.A., Inc., a Massachusetts nonprofit corporation, with principal offices at 1536 Wynkoop Street, Suite 901, Denver, Colorado, 80202 ("ICLEI USA"), and Grid Alternatives Inland Empire Inc., a Delaware Non-profit Corporation, with principal offices at 2100 Atlanta Avenue Riverside, CA 92507 ("Subrecipient").

ICLEI USA and Subrecipient may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Cover Page and Attachments to this Agreement are an integral part of this Agreement and are incorporated herein by this reference.

BACKGROUND

Pursuant to the National Clean Investment Fund ("NCIF") of the Greenhouse Gas Reduction Fund ("GGRF"), the United States, acting through the Environmental Protection Agency (the "EPA"), and the Coalition for Green Capital, a District of Columbia nonprofit corporation ("CGC"), entered into a Grant Agreement dated effective as of August 8, 2024 (as amended from time to time, and together with the NCIF Terms & Conditions, the "NCIF Award"), which provides funding to CGC to carry out the Program identified on the Cover Page and further described in Attachment 1 (the "Program");

CGC and ICLEI USA entered into a Subgrant Agreement dated effective as of January 2, 2025 (as amended from time to time, and together with the Cover Page and Attachments thereto, the "CGC Subaward") which provides funding received under the NCIF Award to ICLEI USA to carry out one aspect of the Program, known as the Municipal Investment Fund, also described in Attachment 1, allowing selected communities the opportunity to access funding from the NCIF Award and receive technical assistance from ICLEI USA to support Market-Building Activities and Predevelopment Activities, so as to stimulate the development and financing of Qualified Projects;

Subrecipient applied for and was selected by CGC as a qualified community eligible to participate in Phase I of the Municipal Investment Fund (together with others selected for Phase I, the "Phase I Communities") to carry out the Project described in Attachment 3 (the "Project") to receive the Second-tier Subaward described on the Cover Page (the "Subgrant") to carry out the Project described in Attachment 3 (the "Project");

As a Phase I Community, and subject to the availability of NCIF Award funds, Subrecipient may have the opportunity apply to participate in Phase II of the Municipal Investment Fund become part of a cohort of 10 communities chosen from the Phase I Communities (together with others selected for Phase II, the "Phase II Communities"), which would become the focus of concentrated investing, local economic



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development, and additional funding from the NCIF Award, understanding, however, that Phase II Communities will be selected by CGC and there are no assurances that Subrecipient will be selected to advance from Phase I to Phase II or receive additional funding from the NCIF Award; and

ICLEI USA and Subrecipient desire to enter into this Agreement pursuant to which ICLEI USA will make the Subgrant to Subrecipient, for the purpose of performing the Approved Activities (as defined below) and to be funded on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

The Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them below:

“Advance Payment” means a payment that ICLEI USA makes by any appropriate payment mechanism and payment method before Subrecipient disburses the funds for Eligible Expenses. Advance Payments to Subrecipient must be limited to the amounts needed and be timed with actual, immediate cash requirements in carrying out the purpose of the Subgrant as detailed in 2 CFR 200.305 and 200.305(b)(1).

“Approved Activities” refers to the activities described in Attachment 3, as may be amended from time to time in accordance with the terms of this Agreement.

“Approved Budget” refers to the budget set forth in Attachment 2, as may be amended from time to time in accordance with the terms of this Agreement.

“Business Day” means any day which is not a Saturday or Sunday or a legal holiday on which banks are authorized or required to be closed in Washington, DC.

“CGC Subaward” has the definition set forth in the “Background” of this Agreement.

“Closeout Agreement” has the meaning set forth in Section 14.7.

“Eligible Expenses” expenses incurred for the Approved Activities, which meet the requirements for allowance under 2 CFR Part 200, Subpart E and any applicable provisions of 2 CFR Part 1500, and the terms of this Agreement.

“Event of Default” has the meaning set forth in Section 14.2.



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“Federal Requirements” means all Federal statutes, regulations, policies, directives, terms, and conditions that are applicable to the use of funds under this Agreement, including the terms and conditions of the NCIF Award that are not limited in their application to ICLEI USA.

“Foreign Entity of Concern” means: (i) an entity owned by, controlled by, or subject to the direction of a government of a covered nation under 10 U.S.C. 4872(d); (ii) an entity headquartered in a covered nation under 10 U.S.C. 4872(d), or (iii) a subsidiary of an entity described in (i) or (ii). As of the Effective Date, covered nations under 10 U.S.C. § 4872(d) are the Democratic People’s Republic of North Korea; the People’s Republic of China; the Russian Federation; and the Islamic Republic of Iran.

“NCIF Award” has the meaning set forth in the “Recitals” of this Agreement, and includes the NCIF Terms & Conditions.

“NCIF Terms & Conditions” means the final NCIF Terms and Conditions approved by the EPA and attached hereto as Attachment 8, as amended, supplemented or otherwise modified from time to time, provided ICLEI USA notifies Subrecipient in writing of any such amendment, supplement, or modification.

“Period of Performance” means period beginning on the Period of Performance Beginning Date, and ending on the Period of Performance Expiration Date, as set forth on the Cover Page.

“Program” has the meaning provided on the Cover Page to this Agreement, as further described on Attachment 1.

“Term” has the meaning set forth in Section 14.1.

“Uniform Guidance” refers to the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200. It consolidates and supersedes the requirements previously outlined in OMB Circulars A-21, A-87, A-110, and A-122, as well as OMB Circulars A-89, A-102, and A-133, and incorporates guidance from Circular A-50 regarding follow-up on Single Audit Act findings.

1.2 Additional Defined Terms. Other capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the NCIF Award, such as: Closeout Period, Financial Assistance, Financial Assistance Subrecipients, Qualified Projects, Market-Building Activities, Post-Closing Project Income, Predevelopment Activities, Priority Project Categories, Program Administration Activities, Program Beneficiary, Program Income and Technical Assistance Subrecipients.

The definitions in 2 CFR 200.1 are also hereby incorporated into this Agreement.



ARTICLE II
SUBGRANT COMMITMENT AND DISBURSEMENT

2.1 Subgrant Commitment.

a. **Subgrant Amount.** On the terms and subject to the conditions of this Agreement, ICLEI USA shall disburse the Subgrant to Subrecipient in one or more installments (each a "Draw"), in an aggregate amount not to exceed the Ceiling Amount set forth on the Cover Page ("Ceiling Amount"). By accepting the Subgrant, Subrecipient acknowledges it is a "Technical Assistance Subrecipient" as defined in the NCF Terms & Conditions.

b. **Adjustment of Ceiling.** ICLEI USA reserves the right to reduce the Ceiling Amount if ICLEI USA makes a reasonable and good faith determination, based on its fiscal monitoring, that Subrecipient's rate of expenditure will result in unspent funds (i.e., funds not spent or obligated for Eligible Expenses) at the end of the Period of Performance or under the Closeout Agreement unless this Agreement expires or is terminated prior to the Period of Performance or Closeout Agreement. ICLEI USA shall consult with Subrecipient before making any such reduction to the Ceiling Amount and shall incorporate such reduction into this Agreement by written amendment.

c. **Funding Contingency.** Subrecipient acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary, ICLEI USA's obligation to fund and disburse any Draw or otherwise to make payments or reimbursements to Subrecipient is contingent upon ICLEI USA receiving and continuing to hold sufficient obligated funds received from CGC under the CGC Subaward, and such funds not being subject to any administrative, judicial, or Congressional hold on disbursement. ICLEI USA shall promptly notify Subrecipient if it becomes aware that such funds may not be received or continue to be held by ICLEI USA, or may no longer be available for disbursement by ICLEI USA.

2.2 **Draw Submissions.** On or after the Effective Date, Subrecipient may request Draws by delivering a Draw Notice in substantially the form attached hereto as Attachment 6 ("Draw Notice") to ICLEI USA, which must include the following information:

- (1) The amount of the requested Draw;
- (2) The requested date of disbursement (the "Draw Date"), which may not be earlier than 30 calendar days after ICLEI's receipt of the Draw Notice; provided, however, that ICLEI USA reserves the right (a) to extend the Draw Date as necessary to provide Subrecipient time to cure any deficiencies in the Draw Notice as provided in Section 2.3, or to address any limitations on the number or timing of CGC reimbursements permitted under the CGC Subaward that will fund the Draw, or (b) to accelerate the Draw Date if it approves the requested Draw as provided in Section 2.3 prior to the close of such 30-day period;

(3) A certification by the chief executive officer, chief financial officer, or chief compliance officer of Subrecipient that: (i) no Event of Default has occurred and is continuing or would result from the funding of the requested Draw; (ii) each representation and warranty of Subrecipient in ARTICLE IX is true and correct in all material respects (without duplication of any materiality qualifiers) as of the date of the Draw Notice and the date the Draw is disbursed; provided, however, that those representations and warranties expressly referring to a specific date shall be true, accurate, and complete in all material respects (without duplication of any materiality qualifiers) as of such date; (iii) the requested Draw, and the intended use of proceeds thereof, complies with all terms of this Agreement, including the requirements of Section 4.1, and all Federal Requirements, and no proceeds of the requested Draw will be used for any prohibited use under Section III.E of the NCF Terms & Conditions; and (iv) such certification is a material representation for the purposes of this Agreement, and knowing and willful false statements may be subject to prosecution under 18 U.S.C. 1001 and other applicable criminal, civil and administrative sanctions;

(4) Detailed documentation to substantiate the expenses to be reimbursed from the Draw, sufficient to ensure compliance with the Federal Requirements (e.g., invoices for goods and services; time and effort reports for personnel; receipts or other proof of payment; records on the purchase, use, and disposal of property or equipment; documentation of procurement, such as bid records, contracts, and subcontracts; and cost allocation documentation); and

(5) Such other information as may be required by the form of Draw Notice.

All Draw Notices, except the final Draw Notice, must be submitted during the Period of Performance. The final Draw Notice must be submitted no later than 30 calendar days after the end of the Period of Performance. Draw Notices, including the final Draw Notice, may only include Eligible Expenses incurred during the Period of Performance.

2.3 Review and Approval of Draw Requests.

- a. **Review of Draw Requests.** ICLEI USA shall either approve the requested Draw as provided in Section 2.3.c, or provide Subrecipient with written notice of any deficiencies or other concerns regarding a Draw Notice, within 30 calendar days of receipt. Any notice of deficiency must include specific guidance on how the deficiencies or concerns are to be addressed, and any additional information needed by ICLEI USA to support the requested Draw.
- b. **Curing Deficiencies.** Subrecipient will have a reasonable period of time, not to exceed 10 calendar days from receipt of ICLEI USA's notice, to address the deficiencies or concerns and provide the requested information to ICLEI USA's reasonable satisfaction.



c. **Approval.** ICLEI USA has no obligation to fund a requested Draw until ICLEI USA determines in its reasonable and good faith discretion that all deficiencies or other concerns identified in its written notice have been addressed and the applicable Draw is approved by ICLEI USA by written notice to Subrecipient. For the avoidance of doubt, ICLEI USA may limit or reject any Draw if ICLEI USA determines in its reasonable discretion after good faith review of the applicable Draw Notice and any efforts by Subrecipient to cure any deficiency or concerns that such Draw or its proposed uses will not comply with the terms of this Agreement or any Federal Requirement.

d. **Funding.** Subject to Section 2.1c, ICLEI USA shall fund each approved Draw; provided that the Draw shall be disbursed into a segregated bank account maintained by Subrecipient solely for the purpose of holding all Draws until disbursed directly for Eligible Expenses and Eligible Disbursements ("Segregated Account"). Upon the funding of Draws in an aggregate amount equal to the Ceiling Amount, ICLEI USA's obligation to make any further Draws to Subrecipient under this Agreement will terminate.

2.4 **Mandatory Return of Unspent Funds.** If at the end of the Period of Performance, Subrecipient has (i) not used all of the Subgrant to fund or obligate funds for Eligible Expenses, or (ii) not spent such proceeds on Eligible Expenses (such proceeds that have not been funded, obligated or spent, the "Remaining Subgrant Proceeds"), then on the first Business Day following the end of the Period of Performance, Subrecipient shall make a mandatory payment to ICLEI USA in an amount equal to the Remaining Subgrant Proceeds. This Section will survive the expiration or termination of this Agreement.

ARTICLE III

PROJECT ACTIVITIES, BUDGET, AND PERFORMANCE

3.1 **Approved Activities and Budget.** In carrying out the Project, Subrecipient shall perform the Approved Activities in accordance with the Approved Budget and in a manner reasonably satisfactory to ICLEI USA.

3.2 **Key Personnel.** The names, titles, and contact information of all personnel who will be involved in performing the Approved Activities or administering this Agreement for Subrecipient are listed in Attachment 4 ("Key Personnel"). Key Personnel must at all times include at least one project manager and one fiscal officer. Subrecipient shall notify ICLEI USA of any Key Personnel change within 30 days of the change.

3.3 **Notification and Approval of Changes.** Subrecipient shall not make any changes, directly or indirectly, to the Approved Activities or the Approved Budget without the prior written approval of ICLEI USA. Approval of a modification to the Approved Budget must be made by submitting a Budget



Modification Request in substantially the form attached hereto as Attachment 5 ("Budget Modification Request") to ICLEI USA.

3.4 **Performance Standards.** Subrecipient covenants and agrees, with respect to the conduct of the Project and its performance of the Approved Activities, as follows:

- (1) Subrecipient shall devote the time, attention, knowledge, skills, and efforts reasonably required to successfully conduct the Project and perform the Approved Activities in a professional and timely manner;
- (2) Subrecipient shall not, nor permit any person performing work on its behalf to, violate any right of privacy of any individual or infringe upon any copyright, trademark, patent, trade secret, right of publicity, or other intellectual property right in the conduct of the Project or the performance of the Approved Activities; and
- (3) Subrecipient shall promptly notify ICLEI USA in writing if it becomes aware of circumstances that may prevent the goals and objectives of the Subgrant or the Project from being achieved, which notification must include a description of the issue, its potential impact on the Project, and any proposed corrective actions.

3.5 **Coordination and Liaison.** Subrecipient shall allow ICLEI USA to review, upon ICLEI USA's request, any of the procedures used by it in performing the Approved Activities, and to make available for inspection notes and other documents used in the preparation for and performance of any of the Approved Activities.

3.6 **Ownership of Data.** Subrecipient agrees that all records, data, and documentation prepared by Subrecipient under this Agreement, when delivered to and accepted by ICLEI USA, will become the property of ICLEI USA, which will become the property of CGC under the terms of the CGC Subaward. This Section will survive the expiration or termination of this Agreement.

ARTICLE IV

USE OF SUBGRANT FUNDS; FINANCIAL ACCOUNTABILITY

4.1 **Use of Funds.** Subrecipient covenants and agrees, with respect to the use of Subgrant funds, as follows:

- (1) Subrecipient shall use the Subgrant funds solely for Eligible Expenses.
- (2) Subrecipient shall not use any Subgrant funds for any prohibited use under Section III.E of the NCIF Terms & Conditions.



(3) Subrecipient shall not make any Participant Support Cost payments from Subgrant funds to entities excluded from participation in federal nonprocurement programs under 2 CFR Part 180.

(4) Subrecipient shall ensure that the Subgrant funds are used for the purposes of the Approved Activities.

4.2 Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to the Subgrant in accordance with: (i) the terms and conditions of this Agreement; and (ii) all applicable Federal Requirements, including the Uniform Guidance and the NCF Award. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by ICLEI USA as necessary to comply with applicable laws, regulations or guidelines from the EPA or GGC.

Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement sufficient to ensure compliance with the Federal Requirements. Subrecipient shall maintain such documentation and records for the retention period described in Section 7.2.

4.3 Indirect Cost Rate. The indirect cost rate, if any, and as may be amended from time to time by the cognizant agency, indicated in the Approved Budget will apply to this Agreement.

4.4 Provisional Payments. All Draws disbursed under this Agreement are considered provisional and are subject to adjustment based on subsequent review, reconciliation, or audit findings. If any expenditure by Subrecipient is determined by auditors, investigators, or other authorized representatives of ICLEI USA, GGC, the EPA, the U.S. Government Accountability Office, the Comptroller General of the United States, or any other applicable Federal agency to be improper, unlawful, in violation of this Agreement, the Federal Requirements, or any other applicable laws and regulations, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, such expenditure will become Subrecipient's debt. Subrecipient shall repay such debt within 90 calendar days of demand, with interest in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed will not be extended by litigation. Subrecipient shall not use federal funds, including the Subgrant funds, to satisfy this debt. This Section will survive the expiration or termination of this Agreement.



ARTICLE V
MONITORING AND OVERSIGHT

5.1 Performance Monitoring.

a. **Oversight and Authority.** ICLEI USA will monitor and evaluate Subrecipient in the conduct of the Project and the performance of the Approved Activities. ICLEI USA has ultimate authority to determine whether Subrecipient has spent Subgrant funds in accordance with this Agreement, the Federal Requirements, and other applicable laws and regulations, and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. The type and degree of monitoring activities will depend on the results of ICLEI USA's initial and subsequent risk assessments as to Subrecipient performed in connection with the Federal Requirements. ICLEI USA may require Subrecipient to take corrective action if deficiencies are found, as provided in Section 5.1.c.

b. **Specific Monitoring Activities.** Without limiting Section 5.1.a., the following specific monitoring activities apply to this Agreement:

(1) **Quarterly Assessment.** ICLEI USA will assess Subrecipient's performance under the Agreement on a quarterly basis. The first quarter will cover the Effective Date through December 31, 2025, and subsequent quarters will include the full calendar quarter (each such period, a "Quarterly Performance Period"). Performance will be determined by comparing actual use of funds during such Quarterly Performance Period to the anticipated use of funds set forth in the Approved Budget and Approved Activities, as reported by Subrecipient in the following paragraph.

(2) **Quarterly Progress Report.** Within 10 Business Days of the end of each Quarterly Performance Period occurring during the Term, Subrecipient will submit a Quarterly Performance Progress Report that includes information regarding Subrecipient's use of funds under the Agreement during the applicable Quarterly Performance Period in comparison to: (i) the use of funds reflected in the Approved Budget; and (ii) the use of funds for Approved Activities.

(3) **Compliance.** Subrecipient shall ensure that Eligible Expenses using Subgrant funds are made in a manner consistent in all material respects with the Approved Activities. If Subrecipient's use of Subgrant funds during any Quarterly Performance Period does not comply with the preceding sentence, ICLEI USA and Subrecipient will jointly develop a quarterly performance progress improvement plan, which must include applicable interventions in accordance with Section 5.1.c., to be implemented during the immediately succeeding Quarterly Performance Period.



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This Section will survive the expiration or termination of this Agreement with respect to any reports that were due but not submitted before the expiration or termination or that become due after the expiration or termination.

- c. **Interventions.** If ICLEI USA determines that Subrecipient is not in compliance with this Agreement, the Federal Requirements, or other applicable laws and regulations, ICLEI USA may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency. All possible interventions are listed below.

If ICLEI USA determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within 30 days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after the ICLEI USA otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention: (i) the nature of the additional requirements; (ii) the reason why the additional requirements are being imposed; (iii) the nature of the action needed to remove the additional requirement, if applicable; (iv) the time allowed for completing the actions if applicable; and (v) the method for requesting reconsideration of the additional requirements imposed.

ICLEI USA may impose the following interventions on Subrecipient based on the level of compliance or performance deficiency that ICLEI USA determines:

- (1) **Level 1 Interventions.** Additional Subgrant conditions may include items such as:

- a. Requiring payments as reimbursements rather than Advance Payments;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- c. Requiring additional, more detailed financial reports;
- d. Requiring additional project monitoring;
- e. Requiring Subrecipient to obtain technical or management assistance; or
- f. Establishing additional prior approvals.

- (2) **Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues.

- a. Restrictions on funding payment requests by Subrecipient;
- b. Disallowing payments to Subrecipient;
- c. Requiring repayment for disallowed cost items; and



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- d. Imposing probationary status on Subrecipient.

- (3) **Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues.

- a. Temporary or indefinite funding suspension to Subrecipient;
- b. Nonrenewal of funding to Subrecipient in subsequent year;
- c. Terminate funding to Subrecipient in the current year; and
- d. Initiate legal action against Subrecipient.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of ICLEI USA.

- 5.2 **Cooperation in Monitoring.** Subrecipient shall permit and cause its Project partners to permit ICLEI USA to carry out monitoring and evaluation activities with respect to the Project and the Approved Activities, including any performance measurement system required by this Agreement, the Federal Requirements, or other applicable laws, regulations, funding sources, and guidelines. Subrecipient shall reasonably and in good faith cooperate and cause its Program partners to cooperate with any reviews or audits of the activities under this Agreement by authorized representatives of ICLEI USA, CGC, the U.S. Government Accountability Office, the Comptroller General of the United States, or other applicable federal agency, and Subrecipient shall ensure to the extent possible the cooperation of its agents, employees, officers, and directors and those of its Project partners in any such reviews and audits. This Section will survive the expiration or termination of this Agreement.

**ARTICLE VI
REPORTING AND DISCLOSURES**

- 6.1 **Reporting Requirements.** In addition to any other reporting requirements in this Agreement or the NCJF Terms & Conditions, Subrecipient shall comply with the reporting requirements during the **Term of this Agreement:**

- a. **Quarterly Reports.** Subrecipient shall submit quarterly transaction-level and project-level data to ICLEI USA, which will be incorporated into the quarterly reports CGC is required to submit to the EPA under the NCJF Terms & Conditions, in accordance with information collection instruments approved through GGFR Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NE-W), within 10 calendar days after the end of each calendar quarter, except no quarterly report will be required for the period from the Effective Date through September 30, 2025, so long as such data is included in the quarterly report due for the calendar quarter ending on December 31, 2025.



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b. Semi-Annual Reports. Subrecipient shall submit information to ICLEI USA, which will be incorporated into the semi-annual reports GGC is required to submit to the EPA under the NCI Terms & Conditions, in accordance with information collection instruments approved through GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW), within 10 calendar days after the end of each semi-annual reporting period. The semi-annual reporting periods are: the Effective Date to December 31, 2025; and January 1, 2026 to June 30, 2026. Subrecipient's information for the semi-annual report should cover activities from the preceding two quarters, except for the semi-annual report for the semi-annual reporting period ending on December 31, 2025, which should cover all activities from the Effective Date to December 31, 2025.

c. Annual Reports. Subrecipient shall submit annual organizational disclosures to ICLEI USA in accordance with the information collection instruments approved through GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW) starting with the fiscal year ending June 30, 2026. Such annual disclosures must be provided within 45 calendar days after Subrecipient's fiscal year end date.

This Section will survive the expiration or termination of this Agreement with respect to any reports that were due but not submitted before the expiration or termination or that become due after the expiration or termination.

6.2 Ongoing Disclosures. In addition to any other disclosures required under this Agreement or the NCI Terms & Conditions, Subrecipient agrees to notify the ICLEI USA of the following events within 10 calendar days of their occurrence:

- (1) Changes to Subrecipient's independent certified public accounting firm;
- (2) Non-reliance on previously issued financial statements or a related audit report or completed interim audit review;
- (3) Changes in fiscal year end of Subrecipient;
- (4) Material impairments to Subrecipient's assets;
- (5) Intention to file bankruptcy petition or enter into receivership;
- (6) Submission of annual Form 990 to the IRS, if applicable.

6.3 Other Information. Subrecipient shall use commercially reasonable efforts to provide ICLEI USA with other data and information relating to matters relating to or in connection with this Agreement and the use of Subgrant proceeds hereunder as ICLEI USA may reasonably request.

**ARTICLE VI
AUDITS AND INSPECTIONS; RECORDKEEPING**

7.1 Access to Books and Records. At reasonable times and with reasonable prior notice, ICLEI USA, or its representatives, will have the right to visit, inspect, examine, and copy Subrecipient's books and



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records as they pertain to the Subgrant, and discuss its affairs and finances with its directors, officers, personnel, and independent public accountants as they pertain to the Subgrant (and Subrecipient hereby authorizes such independent public accountants to discuss financial and other matters with ICLEI USA or its representatives); provided, however, that such visits will be limited to once per Subrecipient's fiscal year and will be conducted at ICLEI USA's expense. The requirement of reasonable prior notice, that the audit be conducted at ICLEI USA's expense, and the limitation of an inspection or audit of once per year, will not apply if an Event of Default by Subrecipient has occurred and is continuing, or if ICLEI USA reasonably believes that Subrecipient's use of Subgrant funds are improper, unlawful, in violation of this Agreement, the Federal Requirements, or any other applicable laws and regulations. This right of access will continue as long as such books and records are retained, and will survive the expiration or termination of this Agreement.

7.2 Document Retention. Subrecipient shall retain all records related to the Subgrant (including financial records and supporting documents) for the period designated in 2 CFR 334, which is generally three years from the date of submission of Subrecipient's final financial report to ICLEI USA, or longer with respect to property or equipment purchased with Subgrant funds, or if an audit, claim, litigation, or investigation is initiated before the expiration of the retention period. This Section will survive the expiration or termination of this Agreement.

**ARTICLE VIII
CONDITIONS PRECEDENT**

This Agreement will become effective upon, and the Parties' obligation under this Agreement, is subject to, the condition precedent that the Parties have received, in form and substance satisfactory to the other Party, the following:

- (1) Fully executed counterparts to this Agreement by both Parties;
- (2) Fully executed copies of the Non-Disclosure Agreement, dated on or about the Effective Date, by both Parties;
- (3) In the case of Subrecipient, an Officer's Certificate including: (i) the organizational or governing documents of Subrecipient; (ii) a good standing certificate of Subrecipient, certified by the Secretary of State (or equivalent agency) of Subrecipient's jurisdiction of organization or formation, as of a date no earlier than 30 days prior to the date the Agreement is mutually executed; (iii) the incumbency and specimen signatures of Subrecipient's officers authorized to execute this Agreement; and (iv) resolutions adopted by Subrecipient's governing board authorizing the execution, delivery, and performance of this Agreement; and



- (4) Such other documents and completion of such other matters, as may reasonably be deemed necessary or appropriate by either Party, if communicated to the other Party prior to the execution and delivery of this Agreement.

**ARTICLE IX
REPRESENTATIONS AND WARRANTIES**

In order to induce ICLEI USA to enter into this Agreement, Subrecipient represents and warrants to ICLEI USA as of the Effective Date and on the date of each Draw that:

- 9.1 Organization.** Subrecipient is a duly organized and legally existing Non-profit Corporation and is in good standing under the laws of Delaware. Subrecipient has full power and authority, and holds all material governmental licenses, permits and other approvals required to (i) enter into and perform its obligations under this Agreement, and (ii) conduct its business substantially as currently conducted by it.
- 9.2 Due Authorization.** The execution, delivery, and performance by Subrecipient of this Agreement are within its organizational powers, have been duly authorized by all necessary organizational action, and do not require any additional consent, approval, or authorization beyond those already obtained.
- 9.3 Non-Contravention.** The execution, delivery, and performance by Subrecipient of this Agreement do not: (i) conflict with any of Subrecipient's organizational or governing documents, (ii) contravene, conflict with, constitute a default under or violate any applicable laws or regulations, (iii) contravene, conflict, or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority. As used in this provision, the term "governmental authority" means any nation or government, any state or other political subdivision thereof, any agency (including the EPA), authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.
- 9.4 Validity; Enforceability.** This Agreement constitutes the legal, valid, and binding obligations of Subrecipient enforceable against Subrecipient in accordance with its terms (except, in any case, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by principles of equity).
- 9.5 Litigation.** There are no actions, suits, or proceedings by or before any arbitrator or governmental authority (as defined in Section 9.3) pending or, to the best of its knowledge, threatened against or affecting Subrecipient that (i) if adversely determined, would reasonably be expected individually



- or in the aggregate to result in liabilities of Subrecipient in excess of \$1,000,000, or (ii) would be reasonably likely to adversely affect the Project.

- 9.6 Compliance with Laws.** To the best of its knowledge, Subrecipient has complied with all applicable laws and regulations that apply in connection with the performance of its obligations under this Agreement, and Subrecipient has not violated any applicable laws or regulations the violation of which could reasonably be expected to have a material adverse effect on the Project, including the laws and regulations specified in ARTICLE XI.
- 9.7 Not-for-Profit Status.** Subrecipient is a "nonprofit organization" as defined in 2 CFR 200.1, meaning it is an organization that: (i) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (ii) is not organized primarily for profit; (iii) uses net proceeds to maintain, improve, or expand the organization's operations; and (iv) is not an Institution of Higher Education. Further, Subrecipient has received a determination from the Internal Revenue Service that it is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; there has been no change in Subrecipients tax-exempt status since such determination was issued by the Internal Revenue Service; and Subrecipient is not aware of any issue, audit, or investigation by or before any office of the Internal Revenue Service relating to its tax-exempt status.

- 9.8 Environmental Compliance.** To the best of its knowledge, none of Subrecipient's properties or assets have been used by Subrecipient or by previous owners or users in disposing, producing, storing, treating, or transporting any hazardous substance other than legally.
- 9.9 Uniform Guidance.** To the best of its knowledge, Subrecipient is in compliance with the Uniform Guidance.
- 9.10 Debarment and Suspension.** None of Subrecipient or, to the best of its knowledge, its directors, officers, agents, or employees, are debarred, suspended, proposed for debarment, or otherwise disqualified from entering into agreements with or receiving funding from the U.S. Government (as such terms are defined in Section 1.1.8).

- 9.11 Foreign Entity of Concern.** Subrecipient is not a Foreign Entity of Concern.
- 9.12 Financial Information.** The audited financial statements of Subrecipient furnished to ICLEI USA prior to the Effective Date or from time to time in accordance with this Agreement, in each case have been prepared in accordance with GAAP, consistently applied, subject to changes resulting from normal year-end audit adjustments, and present fairly in all material respects the consolidated financial condition of the persons covered thereby as at the dates thereof and the results of their operations for the periods then ended. As used in this provision, the term "GAAP" means generally accepted accounting principles, as in effect from time to time in the United States, set forth in the



opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

9.13 Accuracy of Information. None of the information furnished in writing to ICLEI USA by or on behalf of Subrecipient in connection with this Agreement or any transaction contemplated hereby contains any untrue statement of a material fact, or omits to state any material fact necessary to make any information not misleading in light of the circumstances under which they were made; provided, however, that with respect to projected financial information, Subrecipient represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

ARTICLE X

ADDITIONAL COVENANTS

10.1 Specific Conditions. ICLEI USA may adjust specific terms of this Agreement as needed, in accordance with 2 CFR 200.208, based on an analysis of the following factors: (i) the criteria set forth in 2 CFR 200.206; (ii) Subrecipient's history of compliance with the general or specific terms and conditions of this Agreement or the NCIF Award; (iii) Subrecipient's ability to meet its expected performance goals as described in this Agreement and the Attachments hereto; or (iv) a responsibility determination of Subrecipient. Consistent with 2 CFR 200.208, additional specific conditions may include items such as the following: (i) requiring payments as reimbursements rather than Advance Payments; (ii) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period; (iii) requiring additional, more detailed financial report; (iv) requiring additional project monitoring; (v) requiring Subrecipient to obtain technical or management assistance; or (vi) establishing additional prior approval requirements.

10.2 Environmental Information Operations. To the extent the Approved Activities involve "Environmental Information," as defined in Section 1 of the NCIF Terms & Conditions, Subrecipient shall develop and implement Quality Assurance ("QA") planning documents or implement all applicable QA planning documents approved by ICLEI USA, CGC, and the EPA. ICLEI USA is responsible for reviewing and approving Subrecipient's QA planning document(s), if required based on Subrecipient's Environmental Information Operations, as defined in Section 1 of the NCIF Terms & Conditions, if any, under this Agreement.

10.3 Nondiscrimination. In connection with the delivery of the Approved Activities under this Agreement, Subrecipient shall not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed,



color, religion, sex, age, national origin, sexual orientation, or ancestry. Further, Subrecipient shall not refuse to provide services for any person otherwise eligible, solely because of race, creed, color, religion, sex, age, national origin, sexual orientation, or ancestry.

10.4 Conflicts of Interest. No person who is an employee, agent, consultant, officer, or director of Subrecipient and who exercises or has exercised any functions or responsibilities with respect to Approved Activities performed under this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to the Approved Activities, may obtain a personal or financial interest or benefit from the Approved Activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.5 Further Assurances and Cooperation. At any time and from time to time, each Party shall execute and deliver such further instruments and take such further action as may reasonably be requested by the Party to effect the purposes of this Agreement and the other agreements and instruments contemplated hereby and to support ICLEI USA's compliance with the NCIF Award. Subrecipient shall not take any action that would challenge, dispute, retract or otherwise detrimentally affect ICLEI USA's ability to perform its obligations under the NCIF Award. This Section will survive the expiration or termination of this Agreement.

ARTICLE XI

FEDERAL COMPLIANCE REQUIREMENTS

11.1 Flow Down Requirement. As described in 2 CFR 200.101, the terms and conditions of Federal awards flow down to subgrants unless a particular section of 2 CFR 200.101 or the terms and conditions of the Federal award specifically indicate otherwise. As required by 2 CFR 200.33(a)(2), Subrecipient is subject to the same requirements as those that apply to the NCIF Award. Thus, in addition to the terms and conditions of this Agreement, Subrecipient shall perform all activities funded by the Subgrant in full compliance with the NCIF Award. In addition, Subrecipient shall cooperate in good faith with ICLEI USA in its efforts to comply with the requirements of the NCIF Award. This Section will survive the expiration or termination of this Agreement.

11.2 Compliance with Applicable Laws. In performing its obligations under this Agreement and the NCIF Award, Subrecipient shall comply with all applicable federal, state, tribal, and local statutes, regulations, ordinances, rules, executive orders, directives, and other laws governing the performance of its obligations, including all laws governing the use of federal funds, and all laws outlined in this ARTICLE XI. This obligation includes compliance with such laws as they are amended or enacted during the Term of this Agreement. Subrecipient shall promptly notify ICLEI USA in



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writing of any notices of violations of such laws, which notification must include a description of the issue, its potential impact on the Project, and any proposed corrective actions.

11.3 Compliance with Licensing and Permitting Requirements. Subrecipient shall procure and keep current any license, certification, permit, accreditation, or other a authorization required by federal, state, tribal or local laws to perform the activities funded by the Subgrant, and shall submit to ICLEI USA proof of any licensure, certification, permit or accreditation upon request. Subrecipient shall promptly notify ICLEI USA in writing of any notices of violations of such requirements, which notification must include a description of the issue, its potential impact on the Project, and any proposed corrective actions.

11.4 Compliance with Non-Discrimination Laws. In performing its obligations under this Agreement and the NCF Award, Subrecipient shall comply with all applicable federal statutes, regulations, and executive orders related to non-discrimination, including: (i) Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, color, or national origin) and (ii) Executive Order 11246 as amended (prohibiting discrimination in Federally assisted construction activities).

11.5 Compliance with DBRA Requirements. By accepting the Subgrant, Subrecipient acknowledges and agrees to the terms and conditions provided in the Davis-Bacon and Related Acts (DBRA) Requirements for EPA Subrecipients referred to in Section the NCF Terms & Conditions.

11.6 Compliance with Lobbying Restrictions.

- a. **Restrictions on Lobbying.** Subrecipient shall comply with the restrictions on lobbying set forth in 45 C.F.R. Part 93. In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subgrant were appropriated, the Consolidated and Further Continuing Appropriations Act, 2015 (P.L. 113-235) Division G, Title I.
- b. **Certification Requirement.** If the Subgrant exceeds \$100,000, Subrecipient must execute and deliver to ICLEI USA the certification attached hereto as Attachment 7 ("Certification").
- c. **Disclosure of Lobbying Activities.** 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, loan, or cooperative contract, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- d. **Flow-Down Requirement.** Subrecipient shall require that the language of the Certification be included in the award documents for all subawards at all tiers (including subcontracts,



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subgrants, and contracts under grants, loans, and cooperative contracts), and that all subrecipients shall certify and disclose accordingly.

e. **Material Representation and Penalties.** The Certification is a material representation of fact upon which reliance was placed when this Agreement was put into effect. Submission of the Certification is a requisite for making or entering into transactions imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

11.7 Compliance with Prohibition Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure the Subgrant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, ICLEI USA will have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

11.8 Compliance with Suspension and Debarment Requirements. If the Subgrant exceeds \$100,000, Subrecipient represents, warrants, and certifies that neither it nor any of its principals has been debarred, suspended, proposed for debarment, or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. This certification is a material representation of fact upon which reliance was placed when this Agreement was put into effect. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available by law or by contract, ICLEI USA may terminate this Agreement for default. Subrecipient shall provide immediate written notice to ICLEI USA if it has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. The terms "debarment," "suspension," "ineligible," "principal," and "voluntarily excluded," as used in this provision, have the meanings set out in 2 CFR Parts 180 and 376.

11.9 Compliance with Prohibition on Payments to Foreign Entities of Concern. Subrecipient shall not permit any Subgrant funds to be paid to any Foreign Entity of Concern and it shall maintain in effect policies and procedures designed to promote and ensure compliance with this Section.

11.10 Compliance with Whistleblower Requirements. Subrecipient shall comply with all applicable whistleblower protections, including but not limited to 10 U.S.C. 2409 (protection against reprisal for disclosure of certain information), 41 U.S.C. 4712 (enhancement of protection from reprisal for disclosure of certain information), 10 U.S.C. 2324 (allowable costs under defense contracts); 41



U.S.C. 4304 (specific cost principles), and 41 U.S.C. 4310 (penalty for submission of cost known as unallowable). Subrecipient shall also comply with ICLEI USA's Whistleblower and Ethics Policy, a current copy of which can be found at <https://drive.google.com/file/d/1p4WdXYQ-jevPPNHUxUuQ-ILE5uqkrgs/view?usp=sharing>.

11.11 Verification of Legal Residency. Subrecipient shall ensure that each employee who performs work under this Agreement, if a natural person 18 years of age or older, is a citizen or otherwise lawfully present in the United States pursuant to federal law and is legally permitted to work in the United States.

**ARTICLE XII
INSURANCE**

12.1 General Requirements. As a condition of receiving Subgrant funds, Subrecipient shall maintain insurance coverage as set forth in this ARTICLE XII throughout the Period of Performance. The required insurance coverage must comply with all applicable laws and regulations.

12.2 Minimum Requirements. Subrecipient shall maintain insurance policies that meet or exceed the requirements of this Section, unless expressly waived in writing by ICLEI USA:

- (1) Workers' Compensation Insurance as required by state statute.
- (2) Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, blanket contractual liability, personal injury, and property damage, with minimum limits of: (i) \$1,000,000 each occurrence; (ii) \$1,000,000 general aggregate; and (iii) \$50,000 any one fire.
- (3) [Reserved]
- (4) Network Risk and Cyber Liability Insurance (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) with a minimum limit of \$1,000,000. Such insurance shall be maintained at all times throughout the Period of Performance and for a period of two years thereafter for services completed during the Term of the Agreement.
- (5) Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) used in the performance of the Approved Activities with a minimum limit of \$1,000,000 each accident combined single limit.



12.3 Additional Named Insured. ICLEI USA and CGC must be included as an additional insured on the Commercial General Liability Insurance and Automobile Liability Insurance policies required under this Agreement.

12.4 Changes and Cancellation. The Commercial General Liability Insurance and Automobile Liability Insurance policies required under this Agreement must include provisions preventing cancellation or non-renewal without at least 30 days prior notice to ICLEI USA by certified mail. If coverage under any insurance policy required under this Agreement is materially altered, canceled, or non-renewed, Subrecipient shall so notify ICLEI USA in writing at least 20 days before the effective date of such change.

12.5 Subrogation Waiver. The Workers Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance policies required under this Agreement must include a waiver of subrogation in favor of ICLEI USA and CGC.

12.6 Certificates of Insurance. Subrecipient shall provide certificates of insurance demonstrating the required coverage prior to receiving any Subgrant funds and upon ICLEI USA's request thereafter.

12.7 Failure to Maintain Coverage. Subrecipient's failure to maintain the required insurance may result in termination of the Agreement or suspension of funding under the Subgrant in ICLEI USA's sole discretion.

**ARTICLE XIII
INDEMNIFICATION AND LIMITATION ON LIABILITY**

13.1 Indemnification. Subrecipient shall defend and hold ICLEI USA, its successors and assignees, and its employees, officers, directors, agents, and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments (whether direct, indirect, or consequential, and including but not limited to fees and charges of attorneys and other professionals and court costs), which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement, including but not limited to workers' compensation claims, resulting or arising from negligence or misconduct by Subrecipient in the performance of this Agreement. This Section will survive the expiration or termination of this Agreement.

13.2 Limitations on Liability. EXCEPT WITH RESPECT TO SUBRECIPIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13.1, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, OR FOR ANY LOSS OF PROFITS OR REVENUE WHETHER THEY ARE CONSIDERED DIRECT OR INDIRECT



DAMAGES, OR FOR ANY INJURY TO OR INTERFERENCE WITH THE OTHER PARTY'S BUSINESS, HOWEVER CAUSED, REGARDLESS OF WHETHER THE RESPONSIBLE PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE EXTENT OF ICLEI USA'S LIABILITY UNDER THIS AGREEMENT MAY NOT EXCEED THE AMOUNT OF DRAWS MADE UNDER THIS AGREEMENT. This Section will survive the expiration or termination of this Agreement.

ARTICLE XIV

TERM AND TERMINATION; DEFAULT AND REMEDIES

14.1 Term. Unless sooner terminated pursuant to Section 14.3 or Section 14.4 below, the term of this Agreement will extend from and including the Effective Date through and including May 1, 2026 (the "Term").

14.2 Event of Default. The occurrence of any event described below will be an "Event of Default":

- a. **Bankruptcy; Insolvency.** A Party (i) files in any court or agency pursuant to any statute or regulation a petition in bankruptcy or insolvency or for reorganization or similar arrangement, or for the appointment of a receiver or trustee of Subrecipient or its assets; (ii) proposes a written agreement of composition or extension of its debts; (iii) is served with an involuntary petition against it in any insolvency proceeding and such involuntary petition is not stayed or dismissed within 90 calendar days of the date on which the petition is filed; or (iv) makes an assignment for the benefit of its creditors.
- b. **Non-Performance of Covenants.** A Party materially fails or neglects to perform, keep or observe any term, provision, condition, covenant or agreement contained in this Agreement, and as to any default under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure such material default within 20 Business Days after the earlier of (i) knowledge by the Party of the occurrence thereof or (ii) notice by the other Party thereof.
- c. **Other Breach.** Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of Subrecipient herein, or in any document delivered in connection herewith, was incorrect or misleading in any material respect when made or deemed made.

14.3 Remedies Upon Default. Upon the occurrence of an Event of Default, the non-defaulting Party will be permitted to: (i) terminate this Agreement by delivering written notice to Subrecipient; (ii) if ICLEI USA is the non-defaulting party, disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance; and (iii) exercise any other right, remedy, power, or privilege provided hereunder or provided by applicable law. No failure or delay by the non-defaulting party to exercise any right, remedy, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right,



remedy, power or privilege hereunder preclude any other or further exercise of any other right, remedy, power or privilege provided hereunder or under applicable law.

14.4 Early Termination. This Agreement will automatically terminate upon the expiration or termination (whether for cause or convenience) of the CGC Subaward, or if the CGC Subaward otherwise ceases to be in full force and effect.

14.5 Effect of Termination. Upon termination of this Agreement, subject to Section 14.7, ICLEI USA's obligation to make Draws to Subrecipient will terminate, and ICLEI USA will be permitted to reallocate any undrawn Subgrant amounts to any other purpose or use permitted under the NCIJ Award or the CGC Subaward.

14.6 Return of Funds. Any funds paid to Subrecipient in excess of the amount to which Subrecipient is finally determined to be entitled under the terms of this Agreement and the NCIJ Award constitute a debt to ICLEI USA and must be promptly repaid within 90 calendar days of demand. Interest will be charged on any overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed will not be extended by litigation.

14.7 Closeout Agreement. Upon the earlier of (i) the expiration or termination of this Agreement, or (ii) Subrecipient having drawn all of the Subgrant in compliance with this Agreement and used all proceeds for Eligible Expenses, Subrecipient will remain subject to a Closeout Agreement ("Closeout Agreement"), as described in the NCIJ Award, which the Parties acknowledge and agree is self-executing. ICLEI USA will be permitted to close out this Agreement upon expiration or termination hereof and cause Subrecipient to enter the Closeout Period, even if Subrecipient has not met the requirements for closeout. Subrecipient shall comply with the terms and conditions of the Closeout Agreement until either: (i) Subrecipient no longer holds Post-Closeout Program Income and does not anticipate generating additional Post-Closeout Program Income; or (ii) Subrecipient and ICLEI USA mutually agree to terminate the Closeout Agreement and Subrecipient remits current and future Post-Closeout Program Income to ICLEI USA. The obligations of Subrecipient under this Section will survive any expiration or termination of this Agreement.

ARTICLE XV

CHOICE OF LAW; DISPUTE RESOLUTION

15.1 Choice of Law. This Agreement and any claims, controversies, disputes, or causes of action (whether in contract or tort) (each, a "Dispute," and collectively, "Disputes") based upon, arising out of, or related to this Agreement or any other agreement or instrument contemplated hereby) will be governed by, and constructed in accordance with, the internal laws of Washington D.C. without regard to conflicts of law principles.



15.2 Dispute Resolution. The Parties agree that the procedures set forth in this Section will be the exclusive mechanism for resolving any Dispute between the Parties based upon, that may arise out of or relate to this Agreement or any other agreement or instrument contemplated hereby, or the breach, termination, enforcement, interpretation or validity hereof or thereof.

a. Negotiation. In the event of any Dispute, the Parties shall first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on such informal basis within 30 days of the delivery to the other Party of written notice of such Dispute ("Notice of Legal Dispute"), each Party may, in its discretion, seek resolution of the Dispute in accordance with Section 15.2.b. Notices of Legal Dispute must be in writing and must set forth the facts of the Dispute and the relief requested.

b. Arbitration. Any unresolved Dispute that has been subject to, and exhausted the procedures of, Section 15.2.a will be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The Dispute(s) will be heard by one arbitrator. The place of arbitration will be Washington D.C., and the arbitration will be governed by the laws of Washington D.C. All proceedings and communications will be in English. Judgment on the award may be entered in any court having jurisdiction. This Paragraph will not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. Both Parties hereto hereby expressly and irrevocably waive the right to trial by jury. Except to the extent necessary to confirm an award or as may be required by applicable law, neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

16.1 Notices. All notices and other communication to be provided under this Agreement must be in writing or by email and addressed, delivered, or transmitted to the applicable Party at its address or email address set forth on the Cover Page, or such other address or email address as may be designated in writing by such Party in a written notice to the other Party. Any notice properly addressed and mailed will be deemed given when received; any notice transmitted by email will be deemed given upon the earlier of confirmation of receipt by the recipient and the opening of business on the next Business Day of the recipient.

16.2 Waivers, Amendments. No amendment or waiver of any provision of this Agreement, and no consent to any departure by either Party from its obligations hereunder, will be effective unless in writing and signed by ICLEI USA and Subrecipient; provided, however, that ICLEI USA may amend this Agreement unilaterally without the consent of Subrecipient if such amendment: (i) corresponds to a revision of the NCF Award or is otherwise required by the EPA; (ii) is reasonably determined



by ICLEI USA after consultation with Subrecipient to be necessary to ensure compliance with Federal Requirements; (iii) is reasonably determined by ICLEI USA after consultation with Subrecipient to be necessary based on Subrecipient's performance under or compliance with the terms and conditions of this Agreement; (iv) is a reduction of the Ceiling Amount of the Subgrant as provided under Section 2.1b; (v) ICLEI USA has express authority to unilaterally modify the terms of this Agreement or the Subgrant under any other provision of this Agreement; or (vi) is a temporary amendment to address an emergency or other unanticipated circumstance so long as such temporary amendment is in effect for no more than 60 days. Any waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

16.3 Relationship of Parties. The relationship of the Parties is determined solely by the provisions of this Agreement and the other agreements or instruments contemplated hereby. The Parties do not intend to create any agency, partnership, joint venture, trust, fiduciary, or other relationship with duties or incidents different from those of parties to an arm's-length contract.

Subrecipient acknowledges and agrees that: (i) this Agreement and the transactions contemplated hereunder are arm's-length transactions between Subrecipient and ICLEI USA; (ii) ICLEI USA and each of its applicable affiliates is acting solely as a principal and not as an agent or fiduciary of Subrecipient or its affiliates; (iii) ICLEI USA and its applicable affiliates have no advisory or fiduciary responsibility or other obligation in favor of Subrecipient or its affiliates with respect to the transactions contemplated hereunder except to the extent expressly set forth in this Agreement; and (iv) Subrecipient has consulted its own legal and financial advisors to the extent it deems appropriate.

16.4 Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the Parties; provided, however, that no Party shall assign or otherwise transfer any of its rights or obligations hereunder to any person except with the written consent of the other Party.

16.5 Third-Party Beneficiaries. CGC is expressly made a third party beneficiary to this Agreement. Nothing in this Agreement, whether express or implied, is intended to: (i) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and CGC and their respective permitted successors and assigns; (ii) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (iii) give any person not an express party to this Agreement and CGC any right of subrogation or action against any party to this Agreement.

16.6 Survival. Notwithstanding anything in this Agreement to the contrary, the following provisions will in each case survive the expiration or termination of this Agreement: ARTICLE I (in its entirety); Sections 14.3 through 14.7 (inclusive); ARTICLE XV (in its entirety); Sections 16.3 through 16.10 (inclusive); any provisions of this Agreement that expressly state they will survive expiration or



termination of this Agreement; and any other provisions which by their nature are expected to survive the expiration or termination of this Agreement. All representations and warranties made or deemed to be made by Subrecipient in this Agreement or in any agreement, certificate, or other document delivered hereto shall survive the execution and delivery hereof or thereof.

16.7 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and will supersede any prior agreements, written or oral, with respect thereto.

16.8 Severability of Provisions. Any provision of this Agreement or any agreement or instrument contemplated hereby which is prohibited or unenforceable in any jurisdiction will, as to such provision and such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such other agreement or instrument or affecting the validity or enforceability of such provision in any other jurisdiction.

16.9 Interpretive Matters. Defined terms in this Agreement will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation". The word "will" will be construed to have the same meaning and effect as the word "shall"; the word "shall" is mandatory; the word "may" is permissive; the word "or" is not exclusive and the words "asset" and "property" will be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

16.10 Headings. Headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any provisions hereof.

16.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format (".pdf"), or any similar format, will be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The words "execution," "signed," "signature," and words of like import in this Agreement will be deemed to include electronic signatures or electronic records, each of which will be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law,



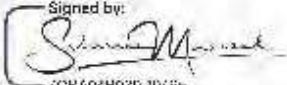
including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[signature page to follow]

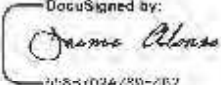


IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

**ICLEI – LOCAL GOVERNMENTS FOR SUSTAINABILITY
U.S.A., INC.**

Signed by: 
By: _____
Name: Saharnaz Mirzazad
Title: Secretary
Date: 11/12/2025

GRID ALTERNATIVES INLAND EMPIRE INC.

DocuSigned by: 
By: _____
Name: Jaime Alonso
Title: President
Date: 11/13/2025



Attachment 1

Description of Program

NCIF Award Purposes

The purposes of the NCIF Award are to: (i) reduce emissions of greenhouse gases and other air pollutants; (ii) deliver benefits of greenhouse gas- and air pollution-reducing projects to American communities, particularly low-income and disadvantaged communities (“LIDACs”); and (iii) mobilize financing and private capital to stimulate additional deployment of greenhouse gas- and air pollution-reducing projects.

Program Description

Coalition for Green Capital (“CGC”) has nearly 15 years of experience establishing state, local, and nonprofit green banks that have collectively invested in qualified projects \$25.4 billion comprising public and private funds.

In furtherance of the purposes of the National Clean Investment Fund of the Greenhouse Gas Reduction Fund, with its NCIF Award, CGC will operate the first United States national green bank. It will invest directly in NCIF Qualified Projects and create and support a network of green lenders in every state. CGC will facilitate the use of standardized financial products, accelerate recycling of capital sourced from grant funds, and expand private capital investment in Qualified Projects in low-income and disadvantaged communities and rural and tribal communities.

CGC and its network members will make investments in Qualified Project through loans, guarantees, credit enhancements, and equity investments to achieve the goals of the Greenhouse Gas Reduction Fund. CGC and its members will provide capital to developers, financial partners, consumers, small businesses, nonprofits, and community benefit organizations. It will mobilize increasing amounts of private capital to ensure that it benefits all low-income and disadvantaged communities in the United States.

CGC will fund Qualified Projects in all the relevant commercial markets, and at least 50% of its investments will be in low-income and disadvantaged communities. To accomplish its mission, CGC’s national network will be composed of self-sustaining state and local lenders – including green banks, Community Development Financial Institutions (CDFIs), Community Development Credit Unions (CDCUs), and other community investors – that accelerate the construction of the clean power platform in every American community.

Municipal Investment Fund

One aspect of the program funded by the NCIF Award involves the creation of a Municipal Investment Fund. CGC has made a subgrant to ICLEI USA to carry out this aspect of the program, which will provide



selected communities the opportunity to access second-tier subgrants and receive technical assistance from ICLEI USA to support their Market-Building Activities and Predevelopment Activities, so as to stimulate the development and financing of Qualified Projects. Types of Qualified Projects may include distributed energy generation and storage, zero-emissions transportation, and net-zero buildings.

Phase I of this aspect of the program involves selecting communities eligible to participate in the Municipal Investment Fund, with a target of two communities in each state, and four Tribes, U.S. territories, or the Federal District (the “**Phase I Communities**”). The communities selected to participate in Phase I will be selected by CGC pursuant to an application process administered by ICLEI USA. These communities will be eligible to receive second-tier subgrants for Market-Building Activities of up to \$250,000, as well as technical assistance from ICLEI USA, to develop public-private partnership plans that will accelerate the deployment of capital to Qualified Projects.

Subject to the availability of NCIF Award funds, Phase II contemplates that up to 10 Phase I Communities that submit public-private partnership plans may be selected to join the inaugural Municipal Investment Fund cohort (“**Phase II Communities**”), and would become the focus of concentrated investing, local economic development, and other support. The communities selected to participate in Phase II would again be selected by CGC. Each Phase II Community would be eligible to receive up to \$2 million in second-tier subgrants for Predevelopment and Market Building Activities and further technical assistance from ICLEI USA. Although participation in Phase I is a condition to participation in Phase II, there are no assurances that a participant in Phase I will be selected to advance to Phase II or receive additional pass-through funding from CGC or ICLEI USA.

To qualify as Market-Building Activities for purposes of both Phase I and Phase II subgrants, the activities funded must meet all three of the following criteria: (i) they build the market for financeable Qualified Projects; (ii) they are not tied directly to Qualified Projects CGC intends to finance; and (iii) they are necessary and reasonable for the deployment of Financial Assistance to Qualified Projects.

To qualify as Predevelopment Activities for purposes of Phase II subgrants, the activities funded must meet all three of the following criteria: (i) they improve the likelihood of CGC financing Qualified Projects; (ii) they are tied directly to Qualified Projects CGC intends to finance; and (iii) they are necessary and reasonable for CGC to deploy Financial Assistance to Qualified Projects.



**Grid Alternatives Inland Empire Inc.
Final**

**Attachment 2
Approved Budget**

(attached)

Municipal Investment Fund Phase 1 Budget

- Detailed Budget Table Tab 2
- Appendix I - Personnel Tab 3
- Appendix II - Fringe Tab 4
- Appendix III - Travel Details Tab 5
- GSA Per Diems Tab 6
- Appendix IV - Supplies Tab 7
- Appendix V - Other Tab 8
- Appendix VI - Contractual Tab 9

Points of Contact for Grantee

Please identify at least one point of contact (POC) for each of the following categories. This person will receive related communications from the ICLEI USA and/or CGC teams related to that category. The same person can be repeated. Please consider whether your co-applicants should be included.

Category	POC 1 Name	POC 1 Email	POC 1 Phone	POC 2 Name	POC 2 Email	POC 2 Phone	POC 3 Name	POC 3 Email	POC 3 Phone
General Project Management	Walker Woodard	wwoodard@gridalternatives.org	951-465-2874	Fortino Morales	FoMorales@riversideca.gov	951-826-5745	Jaime Alonso	jalonso@gridalternatives.org	951-471-7048
Grant Agreement/Legal	Jaime Alonso	jalonso@gridalternatives.org	951-471-7048	Walker Woodard	wwoodard@gridalternatives.org	951-465-2874			
Public Relations/Communications	Richard Lintin	rlintin@gridalternatives.org	951-465-2868	Jaime Alonso	jalonso@gridalternatives.org	951-471-7048	Walker Woodard	wwoodard@gridalternatives.org	951-465-2874
Reimbursements	Walker Woodard	wwoodard@gridalternatives.org	951-465-2874	Kara Allen	kallen@gridalternatives.org	951-465-2869			

Detailed Summary Budget Table
 Organization Name: GRID Alternatives Inland Empire
 Draft Project Budget: \$250,000
 For Additional Guidance Refer to: "Cost Allowability for Subrecipients of NCIF Subawards".

NOTE: Detail your specific costs in the Appendices. Do not type any numbers into the TOTAL and SUBTOTAL cells as these will populate from the Appendices. Do not modify green and gray cells as these contain formulas.

NOTE: Estimate your monthly draws for each cost category in Columns D through I. The total should match that of column J, which is populated from the Appendices.

NOTE: For guidance on allowable costs and definitions of each cost category, please review EPA's Budget Training module: <https://www.epa.gov/grants/how-develop-budget>

Municipal Investment Fund - Phase 1 Market Building Grant

Description of Phase 1 Grant Objectives

Objective	25-Oct	25-Nov	25-Dec	25-Jan	25-Feb	25-Mar	TOTAL
<i>This Subgrant from CIELESI is to further NCIF purposes of reducing emissions of greenhouse gases and other air pollutants, delivering benefits of greenhouse gas and air pollution-reducing projects to American communities, particularly low-income and disadvantaged communities ("IDMCs"), and mobilizing financing and private capital to stimulate additional deployment of greenhouse gas- and air pollution-reducing projects. Subrecipient will use Subgrant funds to support its Market-Building Activities so as to stimulate the development and financing of Qualified Projects. Types of Qualified Projects may include that are not limited to distributed energy generation and storage, zero-emissions transportation, and net-zero buildings. More specifically, subrecipient will use the Subgrant funds for Market Building Activities needed to develop a public-private partnership plan that uses a "whole community approach" to accelerate the deployment of capital to Qualified Projects. Market Building activities 1) build the market for financially-qualified projects as defined by the NCIF Award; 2) are not tied directly to Qualified Project's receipt intends to finance; and 3) are necessary and reasonable for the deployment of Financial Assistance to Qualified Projects.</i>							
Activity 1 (Required): <i>Development of public-private partnership plan. The plan will focus on building a market in the City of Riverside for a pipeline of distributed energy generation and storage, zero-emission transportation, and other NCIF-qualified projects with a focus on Low Income and Disadvantaged Communities (LIDMCs).</i>							
Activity 2 (Optional): <i>Contractor Outreach, Community Development, and Workforce Development. We will engage in coalition building with stakeholders (Riverside Public Utility, potential project investors/sponsors, renewable energy installers, local labor unions, and affordable housing providers) to accelerate project pipeline development, engage with local, regional, and national green financing stakeholders and investors to reduce financial and systemic barriers to clean energy investment, and engage with job training partners to identify opportunities to leverage and build on existing training programs in the renewable energy and green building sector.</i>							
Activity 3 (Optional): <i>Examples of Market Building Activities beyond the development of the Public-Private Partnership Plan include but are not limited to: streamlined regulations and permitting processes; clean energy aggregation efforts; development of new financial products and standardization of documentation to support the financing of NCIF-qualified projects; marketing, customer education and engagement; community outreach; contractor engagement; and workforce development.</i>							
Direct Costs for Market-Building Activities							
Contractual (Appendix VI)	23,658.67	23,658.67	23,658.67	23,658.67	23,658.67	23,658.65	141,952.00
Other Direct Costs- Market-Building Activities							
Participant Support Costs (Appendix V)							
Personnel - Salaries and Wages (Appendix I)	\$ 15,192	\$ 15,192	\$ 5,064	\$ 15,192	\$ 5,064	\$ 5,064	\$ 60,770
Fringe Benefits - Percent/Basic Composition (Appendix II)	\$ 4,524	\$ 4,524	\$ 1,508	\$ 4,524	\$ 1,508	\$ 1,508	\$ 18,097
Travel (Appendix III)- Employees, Domestic Only- no							
Supplies (Appendix IV)							
Equipment (Appendix IV)							
Contractual (Appendix VI)							
Other Direct Costs- Program Administration							
Participant Support Costs (Appendix V)							
Leased and Rented Goods (Appendix VII)							
Insurance and Indemnification (Appendix VIII)							
Additional Other Direct Costs (Appendix VII)							
SUBTOTAL- DIRECT COSTS	\$ 43,375	\$ 43,375	\$ 30,231	\$ 43,375	\$ 30,231	\$ 30,231	\$ 220,819
Indirect Cost							
Modified Total Direct Cost or Negotiated Allocation Base	\$ 19,717	\$ 19,717	\$ 6,572	\$ 19,717	\$ 6,572	\$ 6,572	
Indirect Cost Rate (15% de-minimis or negotiated)	37%	37%	37%	37%	37%	37%	
SUBTOTAL- INDIRECT COSTS	\$ 7,295	\$ 7,295	\$ 2,432	\$ 7,295	\$ 2,432	\$ 2,432	\$ 29,181
TOTAL FUNDING	\$ 50,671	\$ 50,671	\$ 32,663	\$ 50,671	\$ 32,663	\$ 32,663	\$ 250,000

NOTE: GRID holds a 37% NCIRA (applied to salaries and wages including fringe), but a separate 10% rate is being applied for contractor costs. The 10% is incorporated into the contractual values in row 14.

Personnel - Salaries and Wages Appendix I

The performance period is (6) months, so all Units should be 6 or less.

Personnel Title/Position	Rate of Pay per Personnel (Annual)	Rate of Pay per Personnel (Monthly)	Unit (Months)	% Average Time Allocated to Subgrant	Total Personnel Cost - Allocated to Subgrant
Co-CEO	\$276,681.60	\$ 23,056.80	6	2%	\$2,766.82
Dir. of Commercial Business Development Program Management Officer Director	\$173,513.60	\$ 14,459.47	6	4%	\$3,331.46
Solar & Storage Program Manger Policy & Program Chief Officer	\$177,528.00	\$ 14,794.00	6	3%	\$2,556.40
Executive Director	\$121,888.00	\$ 10,157.33	6	3%	\$1,755.19
Outreach Manager	\$213,782.40	\$ 17,815.20	6	2%	\$2,052.31
Community Development Officer Construction Director	\$169,998.40	\$ 14,166.53	6	11%	\$9,021.39
St. Commercial Design Manager VP of Construction	\$95,513.60	\$ 7,959.47	6	12%	\$5,501.58
Outreach Coordinator	\$79,747.20	\$ 6,645.60	6	12%	\$4,593.44
Outreach Assistant	\$114,420.80	\$ 9,535.07	6	4%	\$2,288.42
Senior Administrative Manager	\$134,992.00	\$ 11,249.33	6	6%	\$3,894.52
Managing Director, Equitable Finance	\$179,982.40	\$ 14,998.53	6	4%	\$3,455.66
Workforce Development Director	\$65,104.00	\$ 5,425.33	6	12%	\$3,756.50
Development Director	\$46,446.40	\$ 3,870.53	6	12%	\$2,679.96
	\$89,000.00	\$ 7,416.67	6	6%	\$2,563.20
	\$140,004.80	\$ 11,667.07	6	4%	\$2,688.09
	\$ 107,182.40	\$ 8,931.87	6	8%	\$4,126.52
	\$ 93,457.00	\$ 7,788.08	6	8%	\$3,738.28
Total					\$60,769.74

This total is linked to the Summary Budget Table Tab

Fringe Benefits - Appendix II

% of Personnel Salaries and Wages for Paid Leave, Insurance, Retirement & Savings, and Legally Required Benefits, as defined by the Bureau of Labor Statistics

Personnel Title/Position	Insurance (Health, Dental, Vision, Life, D&Os)	Retirement/Savings %	Paid Leave	Social Security/Other legally required benefits	Supplemental Pay/Bonuses	Rate of Pay per Personnel (Annual)	Rate of Pay per Personnel (Monthly)	Fringe Rate % (Individual)
Ge-CEO	\$ 12,000.00	\$ 6,000.00	\$ 5,000.00	\$ 3,000.00	\$ 100,000.00	\$ -	\$ 100,000.00	26.0%
Dir. of Commercial Business Development	\$ 32,814.44	\$ 13,695.74	\$ 8,388.92	\$ 35,913.27	\$ 327,667.60	\$ -	\$ 327,667.60	29.78%
Program Management Officer/Director	\$ 20,378.71	\$ 8,388.92	\$ 8,388.92	\$ 22,522.07	\$ 173,513.60	\$ -	\$ 173,513.60	29.78%
Single Family Solar & Storage Chief	\$ 21,054.82	\$ 8,787.64	\$ 6,033.46	\$ 23,043.13	\$ 177,598.00	\$ -	\$ 177,598.00	29.78%
Policy & Program Officer	\$ 14,455.92	\$ 6,033.46	\$ 10,382.23	\$ 15,821.06	\$ 121,888.00	\$ -	\$ 121,888.00	29.78%
Executive Director	\$ 25,334.59	\$ 10,382.23	\$ 8,414.92	\$ 27,748.96	\$ 213,782.40	\$ -	\$ 213,782.40	29.78%
Outreach Manager	\$ 20,161.81	\$ 8,414.92	\$ 4,727.92	\$ 22,065.79	\$ 169,998.40	\$ -	\$ 169,998.40	29.78%
Community Development Manager	\$ 11,327.91	\$ 4,727.92	\$ 3,947.49	\$ 12,397.67	\$ 95,513.60	\$ -	\$ 95,513.60	29.78%
Construction Director	\$ 9,438.02	\$ 3,947.49	\$ 5,663.83	\$ 10,351.19	\$ 79,747.20	\$ -	\$ 79,747.20	29.78%
Sr. Commercial Design Manager	\$ 13,570.31	\$ 5,663.83	\$ 6,682.10	\$ 14,851.82	\$ 114,420.80	\$ -	\$ 114,420.80	29.78%
VP of Construction	\$ 16,010.05	\$ 6,682.10	\$ 8,909.13	\$ 17,321.96	\$ 134,962.00	\$ -	\$ 134,962.00	29.78%
Outreach Coordinator	\$ 21,345.91	\$ 8,909.13	\$ 3,222.65	\$ 23,361.72	\$ 179,962.40	\$ -	\$ 179,962.40	29.78%
Outreach Assistant	\$ 7,721.33	\$ 3,222.65	\$ 2,299.10	\$ 8,450.50	\$ 65,104.00	\$ -	\$ 65,104.00	29.78%
Senior Administrative Manager	\$ 5,508.54	\$ 2,299.10	\$ 4,405.50	\$ 6,028.74	\$ 46,446.40	\$ -	\$ 46,446.40	29.78%
Managing Director, Equitable Finance	\$ 10,555.40	\$ 4,405.50	\$ 6,930.24	\$ 11,552.20	\$ 89,000.00	\$ -	\$ 89,000.00	29.78%
Workforce Development Director	\$ 16,604.57	\$ 6,930.24	\$ 5,305.53	\$ 18,172.62	\$ 140,004.80	\$ -	\$ 140,004.80	29.78%
Development Director	\$ 12,711.83	\$ 5,305.53	\$ 4,626.12	\$ 13,912.28	\$ 107,182.40	\$ -	\$ 107,182.40	29.78%
Development Director	\$ 11,084.00	\$ 4,626.12	\$ -	\$ 12,130.72	\$ 93,457.00	\$ -	\$ 93,457.00	29.78%
Organizational Fringe Rate								29.78%
								0.03%

Example Employee

NOTE from GRID: The formula in cell J22 produces a 0% value when entered. As a result, and with approval from Calo Pereira, Program Officer at ICLEI, we are manually entering the correct fringe percentage. Additionally the provided calculation is correct and supporting documentation has been provided by GRID (see GRID Fringe Rate Justification Statement) completed in accordance with federal cost principles under 2 CFR 200.431.

FY2025 Per Diem Rates - Effective
October 1, 2024

ID	STATE	DESTINATION	COUNTY/LOCATION DEFINED	SEASON BEGIN	SEASON END	FY25 Lodging Rate	FY25 M&IE
		Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$110	\$68
1	AL	Birmingham	Jefferson			\$126	\$80
2	AL	Gulf Shores	Baldwin	1-Oct	28-Feb	\$134	\$74
2	AL	Gulf Shores	Baldwin	1-Mar	31-May	\$163	\$74
2	AL	Gulf Shores	Baldwin	1-Jun	31-Jul	\$216	\$74
2	AL	Gulf Shores	Baldwin	1-Aug	30-Sep	\$134	\$74
3	AL	Huntsville	Madison	1-Oct	31-Mar	\$141	\$74
460	AL	Huntsville	Madison	1-Apr	31-Jul	\$134	\$74
460	AL	Huntsville	Madison	1-Aug	30-Sep	\$141	\$74
460	AL	Mobile	Mobile			\$114	\$74
6	AR	Hot Springs	Garland			\$114	\$68
9	AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	1-Oct	31-Oct	\$144	\$80
9	AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	1-Nov	28-Feb	\$110	\$80
9	AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	1-Mar	30-Sep	\$144	\$80
9	AZ	Kayenta	Navajo			\$145	\$74
8	AZ	Phoenix / Scottsdale	Marijuana	1-Oct	31-Jan	\$160	\$86
10	AZ	Phoenix / Scottsdale	Marijuana	1-Feb	31-Mar	\$229	\$86
10	AZ	Phoenix / Scottsdale	Marijuana	1-Apr	31-May	\$161	\$86
10	AZ	Phoenix / Scottsdale	Marijuana	1-Jun	31-Aug	\$113	\$86
10	AZ	Phoenix / Scottsdale	Marijuana	1-Sep	30-Sep	\$160	\$86
10	AZ	Sedona	City Limits of Sedona	1-Oct	31-Dec	\$213	\$92
11	AZ	Sedona	City Limits of Sedona	1-Jan	28-Feb	\$164	\$92
11	AZ	Sedona	City Limits of Sedona	1-Mar	30-Apr	\$274	\$92
11	AZ	Sedona	City Limits of Sedona	1-May	31-Aug	\$183	\$92
11	AZ	Sedona	City Limits of Sedona	1-Sep	30-Sep	\$213	\$92
11	AZ	Tucson	Pima	1-Oct	31-Dec	\$123	\$80
12	AZ	Tucson	Pima	1-Jan	31-Mar	\$171	\$80
12	AZ	Tucson	Pima	1-Apr	30-Sep	\$123	\$80
12	CA	Antioch / Brentwood / Concord	Contra Costa			\$147	\$86
14	CA	Bakersfield / Ridgecrest	Kern			\$132	\$74
481	CA	Barstow / Ontario / Victorville	San Bernardino			\$124	\$86
16	CA	Death Valley	Inyo / NAWAS China Lake			\$142	\$80
20	CA	Eureka / Arcata / McKinleyville	Humboldt	1-Oct	31-May	\$125	\$86
461	CA	Eureka / Arcata / McKinleyville	Humboldt	1-Jun	31-Aug	\$172	\$86
461	CA	Eureka / Arcata / McKinleyville	Humboldt	1-Sep	30-Sep	\$125	\$86
461	CA	Fresno	Fresno			\$129	\$86
21	CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards			\$191	\$86
22	CA	Mammoth Lakes	AFB less the city of Santa Monica	1-Oct	30-Nov	\$139	\$86
22	CA	Mammoth Lakes	Mono	1-Dec	31-Mar	\$195	\$86
22	CA	Mammoth Lakes	Mono	1-Apr	30-Sep	\$139	\$86
23	CA	Mill Valley / San Rafael / Novato	Marin	1-Oct	31-May	\$153	\$92
23	CA	Mill Valley / San Rafael / Novato	Marin	1-Jun	30-Sep	\$175	\$92
23	CA	Monterey	Monterey	1-Oct	31-Jan	\$191	\$92
24	CA	Monterey	Monterey	1-Feb	30-Jun	\$199	\$92
24	CA	Monterey	Monterey	1-Jul	31-Aug	\$279	\$92
24	CA	Monterey	Monterey	1-Sep	30-Sep	\$191	\$92
26	CA	Napa	Napa	1-Oct	30-Nov	\$246	\$92
26	CA	Napa	Napa	1-Dec	31-Jan	\$172	\$92
26	CA	Napa	Napa	1-Feb	30-Sep	\$246	\$92
27	CA	Oakhurst	Madera			\$135	\$80

55	CO	Douglas	Douglas	Douglas	1-Jun	31-Aug	\$142	\$80
55	CO	Douglas	Douglas	Douglas	1-Sep	30-Sep	\$111	\$80
55	CO	Durango	Durango	La Plata	1-Oct	31-May	\$121	\$80
56	CO	Fort Collins / Loveland	Fort Collins / Loveland	Larimer	1-Jun	30-Sep	\$184	\$80
56	CO	Fort Collins / Loveland	Fort Collins / Loveland	Larimer	1-Oct	31-May	\$110	\$80
56	CO	Fort Collins / Loveland	Fort Collins / Loveland	Larimer	1-Jun	31-Aug	\$140	\$80
56	CO	Grand Lake	Grand Lake	Grand	1-Sep	30-Sep	\$110	\$80
427	CO	Grand Lake	Grand Lake	Grand	1-Oct	30-Nov	\$145	\$86
427	CO	Grand Lake	Grand Lake	Grand	1-Dec	31-Mar	\$173	\$86
427	CO	Grand Lake	Grand Lake	Grand	1-Apr	31-May	\$122	\$86
57	CO	Grand Lake	Grand Lake	Grand	1-Jun	30-Sep	\$145	\$86
57	CO	Montrose	Montrose	Montrose	1-Oct	31-Oct	\$185	\$74
58	CO	Montrose	Montrose	Montrose	1-Nov	31-May	\$136	\$74
493	CO	Montrose	Montrose	Montrose	1-Jun	30-Sep	\$185	\$74
493	CO	Silverthorne / Breckenridge	Silverthorne / Breckenridge	Summit	1-Oct	30-Nov	\$162	\$92
493	CO	Silverthorne / Breckenridge	Silverthorne / Breckenridge	Summit	1-Dec	31-Mar	\$282	\$92
493	CO	Silverthorne / Breckenridge	Silverthorne / Breckenridge	Summit	1-Apr	30-Sep	\$162	\$92
61	CO	Steamboat Springs	Steamboat Springs	Routt	1-Oct	30-Nov	\$132	\$92
61	CO	Steamboat Springs	Steamboat Springs	Routt	1-Dec	31-Mar	\$288	\$92
61	CO	Steamboat Springs	Steamboat Springs	Routt	1-Apr	31-May	\$123	\$92
63	CO	Steamboat Springs	Steamboat Springs	Routt	1-Jun	30-Sep	\$179	\$92
63	CO	Telluride	Telluride	San Miguel	1-Oct	30-Nov	\$184	\$92
63	CO	Telluride	Telluride	San Miguel	1-Dec	31-Mar	\$350	\$92
63	CO	Telluride	Telluride	San Miguel	1-Apr	30-Sep	\$184	\$92
64	CO	Vail	Vail	Eagle	1-Oct	30-Nov	\$201	\$92
64	CO	Vail	Vail	Eagle	1-Dec	31-Mar	\$397	\$92
64	CO	Vail	Vail	Eagle	1-Apr	30-Sep	\$201	\$92
64	CT	Bridgeport / Danbury	Bridgeport / Danbury	Fairfield			\$146	\$86
65	CT	Hartford	Hartford	Hartford			\$138	\$80
65	CT	New Haven	New Haven	New Haven			\$130	\$80
65	CT	New London / Groton	New London / Groton	New London			\$124	\$86
66	DC	District of Columbia	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	1-Oct	31-Oct	\$275	\$92
66	DC	District of Columbia	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	1-Nov	28-Feb	\$196	\$92
66	DC	District of Columbia	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	1-Mar	30-Jun	\$276	\$92
67	DC	District of Columbia	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	1-Jul	31-Aug	\$183	\$92
69	DC	District of Columbia	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	1-Sep	30-Sep	\$275	\$92
71	DE	Lewes	Lewes	Sussex	1-Oct	31-May	\$124	\$74
72	DE	Lewes	Lewes	Sussex	1-Jun	31-Aug	\$221	\$74
75	DE	Lewes	Lewes	Sussex	1-Sep	30-Sep	\$124	\$74

75	DE	Wilmington	New Castle					\$127	\$74
75	FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry			1-Oct	31-Dec	\$171	\$86
75	FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry			1-Jan	30-Apr	\$244	\$86
75	FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry			1-May	30-Sep	\$143	\$86
77	FL	Bradenton	Manatee			1-Oct	31-Jan	\$151	\$80
77	FL	Bradenton	Manatee			1-Feb	31-Mar	\$225	\$80
77	FL	Bradenton	Manatee			1-Apr	30-Sep	\$145	\$80
77	FL	Cocoa Beach	Brevard			1-Oct	31-Jan	\$166	\$74
78	FL	Cocoa Beach	Brevard			1-Feb	31-Mar	\$208	\$74
99	FL	Cocoa Beach	Brevard			1-Apr	30-Sep	\$166	\$74
99	FL	Daytona Beach	Volusia			1-Oct	31-Dec	\$116	\$80
99	FL	Daytona Beach	Volusia			1-Jan	30-Apr	\$157	\$80
80	FL	Daytona Beach	Volusia			1-May	31-Jul	\$138	\$80
80	FL	Daytona Beach	Volusia			1-Aug	30-Sep	\$116	\$80
80	FL	Fort Lauderdale	Broward			1-Oct	31-Dec	\$172	\$86
81	FL	Fort Lauderdale	Broward			1-Jan	30-Apr	\$224	\$86
81	FL	Fort Lauderdale	Broward			1-May	30-Sep	\$143	\$86
81	FL	Fort Myers	Lee			1-Oct	31-Dec	\$139	\$80
82	FL	Fort Myers	Lee			1-Jan	31-Mar	\$216	\$80
82	FL	Fort Myers	Lee			1-Apr	30-Sep	\$139	\$80
82	FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton			1-Oct	31-Oct	\$164	\$86
82	FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton			1-Nov	28-Feb	\$110	\$86
84	FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton			1-Mar	31-May	\$184	\$86
84	FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton			1-Jun	31-Jul	\$260	\$86
84	FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton			1-Aug	30-Sep	\$164	\$86
85	FL	Gulf Breeze	Santa Rosa			1-Oct	28-Feb	\$124	\$74
85	FL	Gulf Breeze	Santa Rosa			1-Mar	31-May	\$161	\$74
85	FL	Gulf Breeze	Santa Rosa			1-Jun	31-Jul	\$214	\$74
85	FL	Gulf Breeze	Santa Rosa			1-Aug	30-Sep	\$124	\$74
83	FL	Key West	Monroe			1-Oct	30-Nov	\$269	\$86
83	FL	Key West	Monroe			1-Dec	31-Jan	\$366	\$86
83	FL	Key West	Monroe			1-Feb	30-Apr	\$436	\$86
83	FL	Key West	Monroe			1-May	30-Sep	\$258	\$86
83	FL	Miami	Miami-Dade			1-Oct	30-Nov	\$145	\$92
89	FL	Miami	Miami-Dade			1-Dec	31-Jan	\$210	\$92
89	FL	Miami	Miami-Dade			1-Feb	31-Mar	\$232	\$92
89	FL	Miami	Miami-Dade			1-Apr	31-May	\$182	\$92
89	FL	Miami	Miami-Dade			1-Jun	30-Sep	\$145	\$92
91	FL	Naples	Collier			1-Oct	30-Nov	\$164	\$80
91	FL	Naples	Collier			1-Dec	31-Jan	\$257	\$80
91	FL	Naples	Collier			1-Feb	30-Apr	\$314	\$80
91	FL	Naples	Collier			1-May	30-Sep	\$164	\$80
95	FL	Orlando	Orange			1-Oct	31-Dec	\$140	\$80
95	FL	Orlando	Orange			1-Jan	31-Mar	\$169	\$80
95	FL	Orlando	Orange			1-Apr	30-Sep	\$140	\$80
95	FL	Panama City	Bay			1-Oct	28-Feb	\$110	\$80
96	FL	Panama City	Bay			1-Mar	31-May	\$147	\$80
96	FL	Panama City	Bay			1-Jun	31-Jul	\$194	\$80
96	FL	Panama City	Bay			1-Aug	30-Sep	\$110	\$80
96	FL	Pensacola	Escambia			1-Oct	28-Feb	\$120	\$74
98	FL	Pensacola	Escambia			1-Mar	31-May	\$149	\$74

98	FL	Pensacola	Escambia	1-Jun	31-Jul	\$190	\$74
98	FL	Pensacola	Escambia	1-Aug	30-Sep	\$120	\$74
100	FL	Punta Gorda	Charlotte	1-Oct	31-Jan	\$124	\$74
100	FL	Punta Gorda	Charlotte	1-Feb	31-Mar	\$192	\$74
100	FL	Punta Gorda	Charlotte	1-Apr	30-Sep	\$124	\$74
100	FL	Sarasota	Sarasota	1-Oct	31-Jan	\$145	\$86
101	FL	Sarasota	Sarasota	1-Feb	30-Apr	\$205	\$86
101	FL	Sarasota	Sarasota	1-May	30-Sep	\$131	\$86
101	FL	Sebring	Highlands	1-Oct	31-Jan	\$126	\$74
101	FL	Sebring	Highlands	1-Feb	31-Mar	\$219	\$74
102	FL	Sebring	Highlands	1-Apr	30-Sep	\$126	\$74
102	FL	St. Augustine	St. Johns	1-Oct	30-Nov	\$151	\$80
102	FL	St. Augustine	St. Johns	1-Dec	31-Mar	\$170	\$80
103	FL	St. Augustine	St. Johns	1-Apr	30-Sep	\$151	\$80
103	FL	Stuart	Martin	1-Oct	31-Jan	\$129	\$80
103	FL	Stuart	Martin	1-Feb	31-Mar	\$214	\$80
104	FL	Stuart	Martin	1-Apr	30-Sep	\$129	\$80
104	FL	Tallahassee	Leon	1-Oct	31-Dec	\$113	\$80
104	FL	Tallahassee	Leon	1-Jan	30-Apr	\$138	\$80
105	FL	Tallahassee	Leon	1-May	30-Sep	\$113	\$80
105	FL	Tampa / St. Petersburg	Pinellas / Hillsborough	1-Oct	31-Jan	\$148	\$80
105	FL	Tampa / St. Petersburg	Pinellas / Hillsborough	1-Feb	30-Apr	\$200	\$80
106	FL	Tampa / St. Petersburg	Pinellas / Hillsborough	1-May	30-Sep	\$148	\$80
106	FL	Vero Beach	Indian River	1-Oct	30-Nov	\$181	\$74
106	FL	Vero Beach	Indian River	1-Dec	30-Apr	\$259	\$74
107	FL	Vero Beach	Indian River	1-May	30-Sep	\$181	\$74
107	GA	Athens	Clarke			\$136	\$74
107	GA	Atlanta	Fulton / DeKalb	1-Oct	31-Dec	\$182	\$86
108	GA	Atlanta	Fulton / DeKalb	1-Jan	31-Mar	\$197	\$86
108	GA	Atlanta	Fulton / DeKalb	1-Apr	30-Sep	\$182	\$86
108	GA	Atlanta	Richmond	1-Oct	30-Apr	\$125	\$74
109	GA	Augusta	Richmond	1-May	30-Jun	\$110	\$74
109	GA	Augusta	Richmond	1-Jul	30-Sep	\$125	\$74
109	GA	Jekyll Island / Brunswick	Glynn	1-Oct	28-Feb	\$172	\$86
110	GA	Jekyll Island / Brunswick	Glynn	1-Mar	31-Jul	\$223	\$86
111	GA	Jekyll Island / Brunswick	Glynn	1-Aug	30-Sep	\$172	\$86
111	GA	Marietta	Cobb			\$126	\$74
111	GA	Savannah	Chatham	1-Oct	28-Feb	\$147	\$80
413	GA	Savannah	Chatham	1-Mar	30-Apr	\$176	\$80
115	GA	Savannah	Chatham	1-May	30-Sep	\$147	\$80
115	IA	Dallas	Dallas			\$115	\$80
115	IA	Des Moines	Polk			\$121	\$80
494	ID	Boise	Ada	1-Oct	31-Oct	\$191	\$86
116	ID	Boise	Ada	1-Nov	31-May	\$167	\$86
476	ID	Boise	Ada	1-Jun	30-Sep	\$191	\$86
118	ID	Coeur d'Alene	Kootenai	1-Oct	31-May	\$142	\$74
495	ID	Coeur d'Alene	Kootenai	1-Jun	31-Aug	\$217	\$74
120	ID	Coeur d'Alene	Kootenai	1-Sep	30-Sep	\$142	\$74
120	ID	Sun Valley / Ketchum	Blaine / Elmore	1-Oct	30-Nov	\$191	\$80
120	ID	Sun Valley / Ketchum	Blaine / Elmore	1-Dec	31-Mar	\$300	\$80
121	ID	Sun Valley / Ketchum	Blaine / Elmore	1-Apr	31-May	\$181	\$80
122	ID	Sun Valley / Ketchum	Blaine / Elmore	1-Jun	30-Sep	\$295	\$80
122	IL	Bolingbrook / Romeoville / Lemont	Will			\$114	\$74
122	IL	Chicago	Cook / Lake	1-Oct	30-Nov	\$223	\$92
422	IL	Chicago	Cook / Lake	1-Dec	31-Mar	\$142	\$92
123	IL	Chicago	Cook / Lake	1-Apr	30-Jun	\$234	\$92
123	IL	Chicago	Cook / Lake	1-Jul	31-Aug	\$202	\$92
123	IL	Chicago	Cook / Lake	1-Sep	30-Sep	\$223	\$92

	East St. Louis / O'Fallon / Fairview Heights	St. Clair				
123 IL	Oak Brook Terrace	DuPage				\$86
123 IL	Bloomington	Monroe	1-Oct		30-Apr	\$80
462 IN	Bloomington	Monroe	1-May		31-Aug	\$74
127 IN	Bloomington	Monroe	1-Sep		30-Sep	\$74
127 IN	Indianapolis / Carmel	Marion / Hamilton				\$74
127 IN	Lafayette / West Lafayette	Tippecanoe	1-Oct		31-Jul	\$80
129 IN	Lafayette / West Lafayette	Tippecanoe	1-Aug		30-Sep	\$74
130 KS	Kansas City / Overland Park	Wyandotte / Johnson / Leavenworth				\$80
131 KY	Boone	Boone				\$68
131 KY	Kenton	Kenton				\$86
137 KY	Lexington	Fayette				\$80
139 KY	Louisville	Jefferson	1-Oct		31-Oct	\$80
436 KY	Louisville	Jefferson	1-Nov		31-Jan	\$80
140 KY	Louisville	Jefferson	1-Feb		31-May	\$80
141 KY	Louisville	Jefferson	1-Jun		31-Aug	\$80
141 KY	Louisville	Jefferson	1-Sep		30-Sep	\$80
141 LA	Alexandria / Leesville / Natchitoches	Allen / Jefferson Davis / Natchitoches / Rapides / Vernon Parishes				\$68
141 LA	New Orleans	Orleans / Jefferson Parishes	1-Oct		31-Jan	\$112
478 LA	New Orleans	Orleans / Jefferson Parishes	1-Feb		31-May	\$80
144 LA	New Orleans	Orleans / Jefferson Parishes	1-Jun		31-Aug	\$80
144 LA	New Orleans	Orleans / Jefferson Parishes	1-Sep		30-Sep	\$80
144 WA	Andover	Essex				\$80
144 MA	Boston / Cambridge	Suffolk, city of Cambridge	1-Oct		31-Oct	\$92
147 MA	Boston / Cambridge	Suffolk, city of Cambridge	1-Nov		28-Feb	\$92
148 MA	Boston / Cambridge	Suffolk, city of Cambridge	1-Mar		31-Aug	\$92
148 MA	Boston / Cambridge	Suffolk, city of Cambridge	1-Sep		30-Sep	\$92
148 MA	Burlington / Woburn	Middlesex less the city of Cambridge	1-Oct		31-Oct	\$86
148 MA	Burlington / Woburn	Middlesex less the city of Cambridge	1-Nov		30-Apr	\$86
148 MA	Burlington / Woburn	Middlesex less the city of Cambridge	1-May		30-Sep	\$86
149 MA	Falmouth	City limits of Falmouth	1-Oct		30-Jun	\$86
149 MA	Falmouth	City limits of Falmouth	1-Jul		31-Aug	\$86
149 MA	Falmouth	City limits of Falmouth	1-Sep		30-Sep	\$86
150 MA	Hyannis	Barnstable less the city of Falmouth	1-Oct		30-Jun	\$92
150 MA	Hyannis	Barnstable less the city of Falmouth	1-Jul		31-Aug	\$92
150 MA	Hyannis	Barnstable less the city of Falmouth	1-Sep		30-Sep	\$92
150 MA	Martha's Vineyard	Dukes	1-Oct		31-May	\$92
151 MA	Martha's Vineyard	Dukes	1-Jun		30-Sep	\$462
151 MA	Nantucket	Nantucket	1-Oct		31-May	\$92
151 MA	Nantucket	Nantucket	1-Jun		30-Sep	\$92
152 MA	Northampton	Hampshire				\$80
152 MA	Pittsfield	Berkshire	1-Oct		30-Jun	\$86
153 MA	Pittsfield	Berkshire	1-Jul		31-Aug	\$86
153 MA	Pittsfield	Berkshire	1-Sep		30-Sep	\$86
154 MA	Plymouth / Taunton / New Bedford	Plymouth / Bristol				\$80
155 MA	Quincy	Norfolk	1-Oct		31-Oct	\$80
155 MA	Quincy	Norfolk	1-Nov		30-Apr	\$80
155 MA	Quincy	Norfolk	1-May		30-Sep	\$80
156 MA	Springfield	Hampden				\$80
157 MA	Worcester	Worcester				\$74
158 MD	Aberdeen / Bel Air / Belcamp	Harford				\$80
160 MD	Annapolis	Anne Arundel	1-Oct		31-Oct	\$80
161 MD	Annapolis	Anne Arundel	1-Nov		30-Apr	\$80
162 MD	Annapolis	Anne Arundel	1-May		30-Sep	\$80
162 MD	Baltimore City	Baltimore City				\$86
162 MD	Cambridge / St. Michaels	Dorchester / Talbot	1-Oct		31-May	\$80

163	MD	Cambridge / St. Michaels	Dorchester / Talbot	1-Jun	31-Aug	\$186	\$80
163	MD	Cambridge / St. Michaels	Dorchester / Talbot	1-Sep	30-Sep	\$145	\$80
163	MD	Centreville	Queen Anne	1-Oct	31-Oct	\$154	\$74
164	MD	Centreville	Queen Anne	1-Nov	30-Apr	\$121	\$74
164	MD	Centreville	Queen Anne	1-May	30-Sep	\$154	\$74
164	MD	Columbia	Howard			\$113	\$86
473	MD	Ocean City	Worcester	1-Oct	31-May	\$115	\$80
165	MD	Ocean City	Worcester	1-Jun	31-Aug	\$295	\$80
170	MD	Ocean City	Worcester	1-Sep	30-Sep	\$115	\$80
170	ME	Bar Harbor / Rockport	Hancock / Knox	1-Oct	31-Oct	\$264	\$92
170	ME	Bar Harbor / Rockport	Hancock / Knox	1-Nov	30-Apr	\$128	\$92
171	ME	Bar Harbor / Rockport	Hancock / Knox	1-May	30-Jun	\$209	\$92
171	ME	Bar Harbor / Rockport	Hancock / Knox	1-Jul	31-Aug	\$304	\$92
171	ME	Bar Harbor / Rockport	Hancock / Knox	1-Sep	30-Sep	\$264	\$92
171	ME	Kennebunk / Kittery / Sanford	York	1-Oct	31-Oct	\$153	\$86
172	ME	Kennebunk / Kittery / Sanford	York	1-Nov	30-Jun	\$119	\$86
172	ME	Kennebunk / Kittery / Sanford	York	1-Jul	31-Aug	\$201	\$86
172	ME	Kennebunk / Kittery / Sanford	York	1-Sep	30-Sep	\$153	\$86
172	ME	Portland	Cumberland / Sagadahoc	1-Oct	31-Oct	\$199	\$80
173	ME	Portland	Cumberland / Sagadahoc	1-Nov	31-May	\$114	\$80
173	ME	Portland	Cumberland / Sagadahoc	1-Jun	31-Aug	\$211	\$80
173	ME	Portland	Cumberland / Sagadahoc	1-Sep	30-Sep	\$199	\$80
173	MI	Ann Arbor	Washtenaw	1-Oct	31-Mar	\$125	\$80
175	MI	Ann Arbor	Washtenaw	1-Apr	31-Aug	\$146	\$80
178	MI	Ann Arbor	Washtenaw	1-Sep	30-Sep	\$125	\$80
183	MI	Detroit	Wayne			\$152	\$74
184	MI	Grand Rapids	Kent			\$119	\$80
184	MI	Holland	Ottawa	1-Oct	30-Apr	\$116	\$74
184	MI	Holland	Ottawa	1-May	31-Aug	\$157	\$74
187	MI	Holland	Ottawa	1-Sep	30-Sep	\$116	\$74
187	MI	Mackinac Island	Mackinac	1-Oct	30-Jun	\$120	\$86
187	MI	Mackinac Island	Mackinac	1-Jul	31-Aug	\$195	\$86
187	MI	Mackinac Island	Mackinac	1-Sep	30-Sep	\$120	\$86
188	MI	Midland	Midland			\$120	\$74
190	MI	Muskegon	Muskegon	1-Oct	31-May	\$110	\$68
190	MI	Muskegon	Muskegon	1-Jun	31-Aug	\$149	\$68
190	MI	Muskegon	Muskegon	1-Sep	30-Sep	\$110	\$68
192	MI	Petoskey	Emmet	1-Oct	31-Oct	\$171	\$86
192	MI	Petoskey	Emmet	1-Nov	31-May	\$116	\$86
192	MI	Petoskey	Emmet	1-Jun	31-Aug	\$220	\$86
192	MI	Petoskey	Emmet	1-Sep	30-Sep	\$171	\$86
193	MI	Pontiac / Auburn Hills	Oakland			\$116	\$80
195	MI	South Haven	Van Buren	1-Oct	31-May	\$110	\$68
195	MI	South Haven	Van Buren	1-Jun	31-Aug	\$142	\$68
195	MI	South Haven	Van Buren	1-Sep	30-Sep	\$110	\$68
196	MI	Traverse City	Grand Traverse	1-Oct	30-Jun	\$134	\$80
196	MI	Traverse City	Grand Traverse	1-Jul	31-Aug	\$235	\$80
196	MI	Traverse City	Grand Traverse	1-Sep	30-Sep	\$134	\$80
199	MI	Duluth	St. Louis	1-Oct	31-Oct	\$220	\$86
199	MI	Duluth	St. Louis	1-Nov	31-May	\$159	\$86
199	MI	Duluth	St. Louis	1-Jun	30-Sep	\$220	\$86
201	MI	Minneapolis / St. Paul	Hennepin / Ramsey			\$148	\$92
202	MI	Rochester	Olmsted			\$127	\$80
204	MO	Kansas City	Jackson / Clay / Cass / Platte			\$135	\$80
207	MO	St. Louis	St. Louis / St. Louis City / St. Charles			\$150	\$86
477	MS	Oxford	Lafayette			\$127	\$68
447	MS	Southaven	Desoto			\$126	\$68
211	MS	Starkville	OkTibbeha			\$125	\$68

215	MT	Big Sky / West Yellowstone/Gardiner	Gallatin/Park	1-Oct	31-May	\$176	\$80
215	MT	Big Sky / West Yellowstone/Gardiner	Gallatin/Park	1-Jun	30-Sep	\$310	\$80
426	MT	Helena	Lewis and Clark			\$132	\$74
496	MT	Kalispell/Whitefish	Flathead	1-Oct	30-Jun	\$124	\$80
496	MT	Kalispell/Whitefish	Flathead	1-Jul	30-Sep	\$232	\$80
496	MT	Missoula	Missoula	1-Oct	31-May	\$130	\$74
213	MT	Missoula	Missoula	1-Jun	30-Sep	\$195	\$74
213	NC	Asheville	Buncombe	1-Oct	31-Dec	\$141	\$80
216	NC	Asheville	Buncombe	1-Jan	30-Sep	\$120	\$80
216	NC	Atlantic Beach / Morehead City	Carteret	1-Oct	30-Apr	\$123	\$74
216	NC	Atlantic Beach / Morehead City	Carteret	1-May	31-Aug	\$178	\$74
217	NC	Atlantic Beach / Morehead City	Carteret	1-Sep	30-Sep	\$123	\$74
217	NC	Chapel Hill	Orange			\$140	\$80
217	NC	Charlotte	Mecklenburg			\$131	\$80
218	NC	Durham	Durham			\$121	\$74
219	NC	Fayetteville	Cumberland			\$124	\$68
221	NC	Greensboro	Guilford	1-Oct	31-Oct	\$123	\$74
464	NC	Greensboro	Guilford	1-Nov	28-Feb	\$112	\$74
222	NC	Greensboro	Guilford	1-Mar	30-Sep	\$123	\$74
222	NC	Kill Devil Hills	Dare	1-Oct	31-Mar	\$133	\$74
224	NC	Kill Devil Hills	Dare	1-Apr	31-May	\$190	\$74
224	NC	Kill Devil Hills	Dare	1-Jun	31-Aug	\$254	\$74
224	NC	Kill Devil Hills	Dare	1-Sep	30-Sep	\$133	\$74
227	NC	Raleigh	Wake			\$131	\$74
229	NC	Wilmington	New Hanover	1-Oct	31-Oct	\$147	\$74
231	NC	Wilmington	New Hanover	1-Nov	28-Feb	\$110	\$74
232	NC	Wilmington	New Hanover	1-Mar	30-Sep	\$147	\$74
233	NE	Omaha	Douglas			\$122	\$80
233	NH	Concord	Merrimack			\$124	\$74
233	NH	Conway	Carroll	1-Oct	28-Feb	\$144	\$80
233	NH	Conway	Carroll	1-Mar	30-Jun	\$118	\$80
234	NH	Conway	Carroll	1-Jul	31-Aug	\$161	\$80
234	NH	Conway	Carroll	1-Sep	30-Sep	\$144	\$80
234	NH	Durham	Strafford	1-Oct	30-Jun	\$125	\$74
235	NH	Durham	Strafford	1-Jul	31-Aug	\$152	\$74
235	NH	Durham	Strafford	1-Sep	30-Sep	\$125	\$74
235	NH	Laconia	Belknap	1-Oct	31-Oct	\$182	\$74
236	NH	Laconia	Belknap	1-Nov	31-May	\$140	\$74
237	NH	Laconia	Belknap	1-Jun	30-Sep	\$182	\$74
237	NH	Lebanon / Lincoln / West Lebanon	Grafton	1-Oct	31-Oct	\$177	\$74
237	NH	Lebanon / Lincoln / West Lebanon	Grafton	1-Nov	31-May	\$142	\$74
238	NH	Lebanon / Lincoln / West Lebanon	Grafton	1-Jun	30-Sep	\$177	\$74
238	NH	Manchester	Hillsborough			\$130	\$74
238	NH	Portsmouth	Rockingham	1-Oct	31-Oct	\$171	\$74
238	NH	Portsmouth	Rockingham	1-Nov	30-Jun	\$129	\$74
241	NH	Portsmouth	Rockingham	1-Jul	31-Aug	\$192	\$74
242	NH	Portsmouth	Rockingham	1-Sep	30-Sep	\$171	\$74
242	NJ	Cherry Hill / Moorestown	Camden / Burlington			\$112	\$80
242	NJ	Eatontown / Freehold	Monmouth			\$146	\$86
243	NJ	Edison / Piscataway	Middlesex			\$122	\$80
244	NJ	Flemington	Hunterdon			\$124	\$80
246	NJ	Newark	Essex / Bergen / Hudson / Passaic			\$156	\$86
247	NJ	Paterson	Morris			\$143	\$80
249	NJ	Princeton / Trenton	Mercer			\$138	\$86

389	WI	Sturgeon Bay	Door		1-Nov	31-May	\$110	\$80
389	WI	Sturgeon Bay	Door		1-Jun	30-Sep	\$133	\$80
390	WV	Charles Town	Jefferson				\$122	\$68
391	WV	Charleston	Kanawha				\$115	\$68
392	WY	Cody	Park		1-Oct	31-May	\$127	\$74
392	WY	Cody	Park		1-Jun	30-Sep	\$190	\$74
392	WY	Jackson / Pinedale	Teton / Sublette		1-Oct	31-May	\$212	\$92
396	WY	Jackson / Pinedale	Teton / Sublette		1-Jun	30-Sep	\$420	\$92
396	WI	Madison	Dane		1-Nov	31-Mar	\$109	\$64
396	WI	Madison	Dane		1-Apr	30-Sep	\$131	\$64
397	WI	Milwaukee	Milwaukee		1-Oct	31-May	\$129	\$64
397	WI	Milwaukee	Milwaukee		1-Jun	31-Jul	\$155	\$64
397	WI	Milwaukee	Milwaukee		1-Aug	30-Sep	\$129	\$64
400	WI	Sturgeon Bay	Door		1-Oct	31-Oct	\$128	\$74
400	WI	Sturgeon Bay	Door		1-Nov	31-May	\$107	\$74
400	WI	Sturgeon Bay	Door		1-Jun	30-Sep	\$128	\$74
401	WI	Wisconsin Dells	Columbia		1-Oct	31-May	\$107	\$59
401	WI	Wisconsin Dells	Columbia		1-Jun	31-Aug	\$132	\$59
401	WI	Wisconsin Dells	Columbia		1-Sep	30-Sep	\$107	\$59
406	WV	Charles Town	Jefferson				\$112	\$74
403	WV	Charleston	Kanawha				\$113	\$64
408	WY	Cody	Park		1-Oct	31-May	\$162	\$69
408	WY	Cody	Park		1-Jun	30-Sep	\$282	\$69
409	WY	Jackson / Pinedale	Teton / Sublette		1-Oct	31-May	\$207	\$79
409	WY	Jackson / Pinedale	Teton / Sublette		1-Jun	30-Sep	\$384	\$79

Supplies and Equipment Appendix IV

Supplies: Tangible Personal Property Other than Equipment

Item	Amount
Computers (XX computers \$X,XXX each)	\$
Other Office Supplies/furniture & fixture for employees	\$
<i>[list all other supplies as applicable]</i>	\$
<i>[list all other supplies as applicable]</i>	\$
<i>[list all other supplies as applicable]</i>	\$
<i>[list all other supplies as applicable]</i>	\$
<i>[list all other supplies as applicable]</i>	\$
<i>[list all other supplies as applicable]</i>	\$
<i>[list all other supplies as applicable]</i>	\$
Totals	\$

This total is linked to the Summary Budget Table Tab

Tangible Personal Property with Estimated Per Unit Acquisition Costs of \$10,000 or More and a Life of More than One Year

Equipment	Amount
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
<i>[list all other equipment as applicable]</i>	\$
Totals	\$

This total is linked to the Summary Budget Table Tab

Contractual Costs - Appendix VI

Please note that all contracts are subject to procurement standards of the government-wide Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 C.F.R. §§ 200.317 through 200.326, and the Best Practice Guide for Procuring Services, Supplies and Equipment Under EPA Assistance Agreements.

• If a vendor has been selected through an applicable procurement process, please include it. If not, leave as "Vendor TBD."

Direct Costs for Market-Building Activities, Contractual			
Vendor	Purpose	Amount	Notes
<i>Type of activities include: Marketing Services, Outreach, Workforce Development, Education, Training. List describe the purpose Workshops</i>			
Vendor TBD	(1) Pipeline Origination & Stakeholder Engagement: Facilitate stakeholder engagement through BuildSMART Sustainable Materials and Resources Trailer (2) Coalition Building to Accelerate Project Development: Develop policies that streamline project development with local stakeholders. (3) Financial Planning: Utilize Building Performance Hub to convene stakeholders with green finance to scale actionable results with P3 projects.	\$ 65,910.00	Simplified Acquisition Threshold
Vendor TBD	(1) Pipeline Origination & Stakeholder Engagement: Convene local stakeholders to identify community priorities and public/community-serving buildings (2) Coalition Building to Accelerate Project Development: Host forums to establish a coalition of project sponsors and stakeholders that accelerates economic development and project implementation through streamlined processes, improved utility collaboration, and creation of public-private partnerships.	\$ 76,042.00	Simplified Acquisition Threshold
Totals		\$ 141,952.00	

This total is linked to the Summary Budget Table Tab

Direct Costs for Program Administration, Contractual			
Vendor	Purpose	Amount	Notes
Vendor TBD	Legal & Professional Services	\$	-
Vendor TBD	Compliance and Risk Monitoring Services	\$	-
Vendor TBD	Environment and Social Impact Analysis	\$	-
Vendor TBD	External & Internal Audits	\$	-
[Insert additional Contractual Costs, as applicable]	Cyber Security & IT Services	\$	-
	ERP Systems, Softwares & Licenses	\$	-
	Other Admin Services - Misc.	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Totals		\$	-

This total is linked to the Summary Budget Table Tab



Attachment 3 Approved Activities

The Agreement provides a Subgrant of funding received by ICLEI – Local Governments for Sustainability USA, Inc. (“**ICLEI USA**”) from the Coalition for Green Capital (“**CGC**”) under the National Clean Investment Fund (“**NCIF**”) (further described in Attachment 1 of this Agreement). The purpose of the Subgrant from ICLEI USA to Grid Alternatives Inland Empire Inc. (“**Subrecipient**”) is to further NCIF purposes of reducing emissions of greenhouse gases and other air pollutants; delivering benefits of greenhouse gas- and air pollution-reducing projects to American communities, particularly low-income and disadvantaged communities (“**LIDACs**”); and mobilizing financing and private capital to stimulate additional deployment of greenhouse gas- and air pollution-reducing projects; through ICLEI USA’s role as a “Technical Assistance Subrecipient” (as defined in the NCIF Terms & Conditions).

Subrecipient will use Subgrant funds to support its Market-Building Activities (as defined in Attachment 1), so as to stimulate the development and financing of Qualified Projects (as defined in EPA’s Terms and Conditions). Types of Qualified Projects may include (but are not limited to) distributed energy generation and storage, zero-emissions transportation, and net-zero buildings.

More specifically, Subrecipient will use the Subgrant funds for Market Building Activities needed to develop a public-private partnership plan that uses a “whole community approach” to accelerate the deployment of capital to Qualified Projects. Subrecipient will submit a draft of the public-private partnership plan to ICLEI USA on or before January 15, 2026, and a final of the public-private partnership plan to ICLEI USA on or before March 15, 2026. All Market-Building Activities needed to stimulate the development and financing of Qualified Projects within the awarded community must be completed in 6 months.



Attachment 4
Key Personnel

Name of Key Personnel	Title	Contact Information
Jacob Tofa	CFO	(510) 863-2124 jtofa@gridalternatives.org
Tamara Robinson	Controller	(510) 731-1309 trobinson@gridalternatives.org
Walker Woodard	Development Manager	(951) 465-2874 wwoodard@gridalternatives.org



Attachment 5
Budget Modification Request Form

[DATE]

ICLEI-Local Governments for Sustainability U.S.A., Inc.
Attn: Saharnaz Mirzazad, Executive Director
1536 Wynkoop St, #901
Denver, CO 80202
Email: Saharnaz.mirzazad@iclei.org
Phone: 510-844-0699

Ladies and Gentlemen:

This letter is being issued pursuant to that certain Second-tier Subgrant Agreement dated as of November 1, 2025 (as amended from time to time, the “**Agreement**”), by and between ICLEI-Local Governments for Sustainability U.S.A., Inc. (“**ICLEI USA**”) and Grid Alternatives Inland Empire Inc. (“**Subrecipient**”). Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Agreement.

Pursuant to Section 3.3 of the Agreement, Subrecipient hereby requests the following modification to the Approved Budget:

Municipal Investment Fund Budget Modification Request	
Describe the nature of and the reason requesting a budget modification.	
What is the total amount of budget modification being requested?	
Does the budget modification increase the amount of funds budgeted for Participant Support Costs? <i>If yes, please describe.</i>	

Complete and attach a revised Budget.¹

¹ The revised budget must use the same format that was used in the Approved Budget attached to the Agreement as Attachment 2, unless an alternative format has been approved by ICLEI USA and the EPA.



Grid Alternatives Inland Empire Inc.
Final

Very truly yours,

Grid Alternatives Inland Empire Inc.

By: _____
Name: _____
Title: _____
Date: _____

APPROVED:

ICLEI-Local Governments for Sustainability U.S.A., Inc.

By: _____
Name: _____
Title: _____
Date: _____



Attachment 6
Draw Notice Form

[DATE]

ICLEI USA-Local Governments for Sustainability U.S.A., Inc.
Attn: Saharnaz Mirzazad, Executive Director
1536 Wynkoop St, #901
Denver, CO 80202
Email: Saharnaz.mirzazad@iclei.org
Phone: 510-844-0699

Ladies and Gentlemen:

This letter is being issued pursuant to that certain Second-tier Subgrant Agreement dated as of November 1, 2025 (as amended from time to time, the “**Agreement**”), by and between ICLEI-Local Governments for Sustainability U.S.A., Inc. (“**ICLEI USA**”) and Grid Alternatives Inland Empire Inc. (“**Subrecipient**”). Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Agreement.

Pursuant to Section 2.2 of the Agreement, Subrecipient hereby requests a Draw to be made on the Subgrant on the Draw Date set forth below, with the following specifications:

Requested Draw Date: _____²
Amount of Draw: \$ _____
Proposed Use(s) of Proceeds: _____
Information and Regarding Eligible Expenses to be funded: [See attached]³

² The Draw Date must be not earlier than 30 calendar days after ICLEI’s receipt of the Draw Notice. ICLEI USA reserves the right to adjust the Draw Date as necessary as provided in Section 2.2 of the Agreement.

³ Subrecipient must provide a description of the Eligible Expenses to be reimbursed and/or expected to be paid from the proceeds of the Draw and attach back-up documentation.



Subrecipient hereby directs ICLEI USA to disburse the proceeds of the Draw to Subrecipient's Account with the details below:⁴

[Subrecipient's bank account]

[City, State]

ABA Routing Number: [●]

For Account Of: [●]

Account Number: [●]

The undersigned, solely in his or her capacity as the [Chief Executive Officer][Chief Financial Officer][Chief Compliance Officer] of Subrecipient, hereby represents, warrants and certifies, on behalf of Subrecipient, to ICLEI USA that:

1. The proceeds of the Draw are to be used for Eligible Expenses in compliance with the Agreement;
2. No Event of Default has occurred and is continuing or would result from the Draw;
3. The representations and warranties in the Agreement are true and complete in all material respects (without duplication of any materiality qualifiers) on the date of this Draw Notice and the Draw Date; provided, however, that those representations and warranties expressly referring to a specific date are true, accurate, and complete in all material respects (without duplication of any materiality qualifiers) as of such date;
4. The making of the Draw and the intended use of proceeds thereof comply with all terms of the Agreement, including the requirements of Section 4.1, and all Federal Requirements, and no proceeds of the Draw shall be used for any prohibited use under Section III.E of the NCIF Terms & Conditions;
5. He or she acknowledges and agrees that any knowing and willful false statements made by Subrecipient to ICLEI USA may be subject to prosecution under 18 U.S.C. 1001 and other criminal, civil and administrative sanctions; and
6. He or she is the [Chief Executive Officer][Chief Financial Officer][Chief Compliance Officer] of Subrecipient and is authorized to request the Draw contemplated hereby and issue this Draw Notice on behalf of Subrecipient.

⁴ Wire instructions for Subrecipient's Bank Account.



Grid Alternatives Inland Empire Inc.
Final

Very truly yours,

Grid Alternatives Inland Empire Inc.

By: _____
Name: _____
Title: _____
Date: _____



Attachment 7
Certification Regarding Lobbying

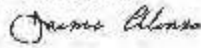
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of Subrecipient, certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grid Alternatives Inland Empire Inc.

DocuSigned by:

 By: _____
 Name: Jaime Alonso
 Title: Executive Director
 Date: 11/13/2025



Attachment 8
NCIF Terms & Conditions

(attached)

National Clean Investment Fund (NCIF)
Terms and Conditions (December 12, 2024)

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I. DEFINITIONS

Acquisition of Intangible Property: 2 CFR 200.1 defines Intangible Property as “property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.” Acquisitions of Intangible Property involve the purchase of Intangible Property through procurement contracts.

Air Pollutant: Air Pollutant means any air pollutant that is listed pursuant to Section 108(a) of the Clean Air Act (or any precursor to such an air pollutant). This includes particulate matter, ozone, carbon monoxide, sulfur dioxide, nitrogen dioxide, and lead (see 40 CFR Part 50) and their precursors (e.g., volatile organic compounds).

Award Agreement: Award Agreement means the set of legally binding documents between EPA and the Recipient under the federal award. Award Agreement is used interchangeably with Assistance Agreement and Notice of Award.

Apprentice: Apprentice means an individual working on a project receiving Financial Assistance who is participating in a Registered Apprenticeship program under the National Apprenticeship Act that meets the requirements of 29 CFR Parts 29 and 30.

Environmental Information: Environmental Information is defined in EPA’s Environmental Information Quality Policy. Environmental Information includes “data and information that describe environmental processes or conditions which support EPA’s mission of protecting human health and the environment. Examples include but are not limited to: direct measurements of environmental parameters or processes; analytical testing results of environmental conditions (e.g., geophysical or hydrological conditions); information on physical parameters or processes collected using environmental technologies; calculations or analyses of environmental information; information provided by models; information compiled or obtained from databases, software applications, decision support tools, websites, existing literature, and other sources; development of environmental software, tools, models, methods and applications; and design, construction, and operation or application of environmental technology.”

Environmental Information Operations: Environmental Information Operations is defined in EPA’s Environmental Information Quality Policy. Environmental Information Operations means “[a] collective term for work performed to collect, produce, evaluate, or use environmental information and the design, construction, operation or application of environmental technology.”

EPA Award Official: EPA Award Official means the award official from the Office of Grants and Debarment that is authorized to execute the Award Agreement, as well as any subsequent amendments to the Award Agreement, and to make any other final determinations required by law or regulation on behalf of the EPA.

EPA Project Officer: EPA Project Officer means the project officer from the Office of the Greenhouse Gas Reduction Fund that is assigned, along with the EPA Grants Specialist, to monitor the Recipient on programmatic and technical aspects of the project and is typically authorized to make programmatic

approvals on behalf of the EPA. Where required, the Recipient must notify or request approval from the EPA Project Officer through the EPA Project Officer’s individual EPA email address as well as NCIE@epa.gov such that the Office of the Greenhouse Gas Reduction Fund may delegate an alternative EPA Project Officer in the case of any absence.

Financial Assistance: Section 134(b)(1) of the Clean Air Act directs that the Recipient use funds for “Financial Assistance.” Consistent with the definition of *Federal financial assistance* in 2 CFR 200.1, Financial Assistance means financial products, including debt (such as loans, partially forgivable loans, forgivable loans, zero-interest and below-market interest loans, loans paired with interest rate buydowns, secured and unsecured loans, lines of credit, subordinated debt, warehouse lending, loan purchasing programs, and other debt instruments), equity investments (such as equity project finance investments, private equity investments, and other equity instruments), hybrids (such as mezzanine debt, preferred equity, and other hybrid instruments), and credit enhancements (such as loan guarantees, loan guarantee funds (whether full or partial), loan loss reserves, and other credit enhancement instruments). Expenditures for Financial Assistance are in the form of Subawards (other than subgrants), Participant Support Costs, or Acquisitions of Intangible Property, as defined in this Award Agreement. Subgrants are not eligible as Financial Assistance. The characterization of a Financial Assistance transaction as a Subaward, Participant Support Cost, or Acquisition of Intangible Property is limited to the transaction. For example, the same entity may be a Subrecipient for one transaction and a Program Beneficiary or a Contractor for another transaction.

Freely Associated States: Freely Associated States means the Republic of the Marshall Islands (the Marshalls), the Federated States of Micronesia (FSM), and the Republic of Palau (Palau).

Greenhouse Gas: Greenhouse Gas means carbon dioxide, hydrofluorocarbons, methane, nitrous oxide, perfluorocarbons, and sulfur hexafluoride, as defined in Section 134(c)(2) of the Clean Air Act. Greenhouse Gas Emissions mean emissions of Greenhouse Gases.

Low-Income and Disadvantaged Communities: Section 134(a)(3) of the Clean Air Act appropriates funds “for the purposes of providing financial assistance and technical assistance in low-income and disadvantaged communities.” Low-Income and Disadvantaged Communities means CEIST-Identified Disadvantaged Communities, EIScreen-Identified Disadvantaged Communities, Geographically Dispersed Low-Income Households, Properties Providing Affordable Housing, and Federally Recognized Tribal Entities, as defined below.

- **CEIST-Identified Disadvantaged Communities:** All communities identified as disadvantaged through version 1.0 of the Climate and Economic Justice Screening Tool (CEJST), released on November 22, 2022, which includes census tracts that meet the thresholds for at least one of the tool’s categories of burden and land within the boundaries of Federally Recognized Tribes.
- **EIScreen-Identified Disadvantaged Communities:** All communities within version 2.3 of EIScreen that fall within either (a) the limited supplemental set of census block groups that are at or above the 90th percentile for any of EIScreen’s supplemental indexes when compared to the nation or state or (b) geographic areas within Tribal lands as included in EIScreen, which includes the following Tribal lands: Alaska Native Allotments, Alaska Native Villages, American Indian Reservations, American Indian Off-reservation Trust Lands, and Oklahoma Tribal Statistical Areas.
- **Geographically Dispersed Low-Income Households:** Low-income individuals and households living in Metropolitan Areas with incomes not more than 80% AMI or 200% FPL (whichever is

higher), and low-income individuals and households living in Non-Metropolitan Areas with incomes not more than 80% AMI, 200% FPL, or 80% Statewide Non-Metropolitan Area AMI (whichever is highest). Federal Poverty Level (FPL) is defined using the latest publicly available figures from the U.S. Department of Health and Human Services. Area Median Income (AMI) is defined using the latest publicly available figures from the U.S. Department of Housing and Urban Development (HUD). Metropolitan Area and Non-Metropolitan Area are defined using the latest publicly available figures for county-level designations from the Office of Management and Budget. Statewide Non-Metropolitan Area AMI is defined using the latest publicly available figures from the U.S. Department of the Treasury's CDFI Fund, with an adjustment for household size using HUD's Family Size Adjustment factor.

- Properties Providing Affordable Housing:** Properties providing affordable housing that fall within either of the following two categories: (a) multifamily housing with rents not exceeding 30% of 80% AMI for at least half of residential units and with an active affordability covenant from one of the following housing assistance programs: (1) Low-income Housing Tax Credit; (2) a housing assistance program administered by HUD, including Public Housing, Section 8 Project-Based Rental Assistance, Section 202 Housing for the Elderly, Section 811 Housing for Disabled, Housing Trust Fund, Home Investment Partnership Program Affordable Rental and Homeowner Units, Permanent Supportive Housing, and other programs focused on ending homelessness that are funded under HUD's Continuum of Care Program; (3) a housing assistance program administered by USDA under Title V of the Housing Act of 1949, including under Sections 514 and 515; (4) a housing assistance program administered by a tribally designated housing entity, as defined in Section 4(22) of the Native American Housing Assistance and Self-Determination Act of 1996 (25 USC § 4103(22)); or (5) a housing assistance program administered by the Department of Hawaiian Homelands as defined in Title VIII of the Native American Housing Assistance and Self-Determination Act of 1996 (24 CFR 1006.10) or (b) naturally-occurring (unsubsidized) affordable housing with rents not exceeding 30% of 80% AMI for at least half of residential units.
- Federally Recognized Tribal Entities:** All Federally Recognized Tribal entities, which are considered disadvantaged regardless of whether a Federally Recognized Tribe has land, consistent with M-23-09 (memorandum dated as of January 27, 2023) and CEJST. A "Federally Recognized Tribal Entity" means (i) any individual member of a Federally Recognized Tribe; (ii) any for-profit business that has at least 51 percent of its equity ownership (or the equivalent in limited liability companies) by members of Federally Recognized Tribes; (iii) any non-profit entity with at least 51 percent of its Board of Directors (i.e., Governing Board) comprised of members of Federally Recognized Tribes; or (iv) any Federally Recognized Tribal government entity. Under this definition, any Federally Recognized Tribal Entity is included within the definition of Low-Income and Disadvantaged Communities, regardless of where that entity is located (i.e., the entity may be located in areas outside of the CEJST land area dataset, including but not limited to tribal service areas or counties).

Market-Building Activities: Market-Building Activities means activities that meet all three of the following criteria: (1) build the market for financeable Qualified Projects, (2) are not tied directly to Qualified Projects the Recipient intends to finance, and (3) are necessary and reasonable for the deployment of Financial Assistance to Qualified Projects.

Materially Impaired: For the definition and application of these terms under this Assistance Agreement (e.g. the Clarifications to EPA General Terms and Conditions) and any associated legal documentation related to the Assistance Agreement, note that EPA defines "Materially Impaired" in the context of

effective performance of the Assistance Agreement as 1) the issuance of a written determination and finding from EPA that the Recipient has failed to achieve sufficient progress in accordance with the Sufficient Progress clause under the Clarifications to EPA General Terms and Conditions Programmatic Term and Condition and 2) if EPA in its sole discretion determines that a corrective action plan is an appropriate means of remedying the lack of sufficient progress, the subsequent issuance of a separate written determination and finding from EPA that the Recipient has not materially addressed its failure to achieve sufficient progress after implementing a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer pursuant to 2 CFR 200.208.

Named Subrecipient: Named Subrecipient means an entity that is named on the workplan in effect under this Assistance Agreement to receive a Subaward in the form of a Subgrant from the Recipient in order to carry out part of the award.

Participant Support Costs: 2 CFR 200.1 defines Participant Support Costs as "direct costs that support participants (see definition for Participant in § 200.1) and their involvement in a Federal award, such as stipends, subsistence allowances, travel allowances, registration fees, temporary dependent care, and per diem paid directly to or on behalf of participants." EPA regulations at 2 CFR 1500.1(a)(1) expand the definition of Participant Support Costs to include "subsidies, rebates, and other payments to program beneficiaries to encourage participation in statutorily authorized environmental stewardship programs," which includes the Greenhouse Gas Reduction Fund. In this program, Participant Support Costs may include expenditures by the Recipient as Predevelopment Activities, Market-Building Activities, and Program Administration Activities (which may include subsidies, rebates, and other payments) as well as Financial Assistance to Qualified Projects.

Period of Closeout: Period of Closeout means the time interval between the beginning of the closeout period (the date that the award has been closed out, in accordance with 2 CFR 200.344) to the end of the closeout period (the date that the Closeout Agreement has been terminated). The Period of Closeout may also be referred to as the Closeout Period.

Period of Performance: 2 CFR 200.1 defines Period of Performance as "the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods." For the purposes of this Award Agreement, the Period of Performance means the time interval between the start of the Federal award (either the first date that the Recipient has incurred allowable pre-award costs or the date on the Notice of Award, whichever is earlier) and the end of the Federal award (the date that the award has been closed out, in accordance with 2 CFR 200.344). The Period of Performance may also be referred to as the Performance Period.

Post-Closeout Program Income: Post-Closeout Program Income means Program Income retained at the end of the Period of Performance, which is subject to the terms and conditions of the Closeout Agreement, as well as Program Income earned by the Recipient during the Period of Closeout that is directly generated by a supported activity or earned as a result of the Federal award, which is also subject to the terms and conditions of the Closeout Agreement. Under the Closeout Agreement, the Recipient is authorized to deduct the cost of generating Post-Closeout Program Income under 2 CFR 200.307(d) and 2 CFR 1500.8(b), provided the costs are reasonable and necessary for performance under the federal award and the costs are not charged to the EPA award. Costs incidental to the generation of Post-Closeout Program Income include origination, servicing, and management costs that are not charged as direct costs to the Federal award or to Post Closeout Program Income. Costs of generating Post-Closeout Program Income can be incurred in advance of receiving the gross income,

with the Recipient incurring the costs and later using gross income to reimburse itself for no more than the actual costs incurred to generate the Post-Closeout Program Income, provided the Recipient can account for the actual costs incurred.

Predevelopment Activities: Predevelopment Activities means activities that meet all three of the following criteria: (1) improve the likelihood of the Recipient financing Qualified Projects, (2) are tied directly to Qualified Projects the Recipient intends to finance, and (3) are necessary and reasonable for the Recipient to deploy Financial Assistance to Qualified Projects.

Priority Project Categories: Priority Project Categories means Distributed Energy, Generation and Storage, Net-Zero Emissions Buildings, and Zero-Emissions Transportation, as defined below.

- **Distributed Energy, Generation and Storage:** Projects, activities, and technologies that deploy small-scale power generation and/or storage technologies (typically from 1 kW to 10,000 kW), plus enabling infrastructure necessary for deployment of such generation and/or storage technologies. Projects, activities, and technologies within this category must support *carbon pollution-free electricity*, which is electrical energy produced from resources that generate no carbon emissions, consistent with the definition specified in [Executive Order 14057](#) (Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability).
- **Net-Zero Emissions Buildings:** Projects, activities, and technologies that either (1) retrofit an existing building, making a substantial contribution to that building being a net-zero emissions building and as part of a plan for that building achieving net-zero emissions over time, or (2) construct a new net-zero emissions building in a Low-Income and Disadvantaged Community. A *net-zero emissions building* is a building that meets the requirements of Version 1 of the [National Definition for a Zero Emissions Building](#) (June 2024).
- **Zero-Emissions Transportation:** Projects, activities, and technologies that deploy zero-emissions transportation modes, plus enabling infrastructure necessary for zero-emissions transportation modes—especially in communities that are overburdened by existing diesel pollution, particulate matter concentration, and degraded air quality. Projects, activities, and technologies within this category must be consistent with the zero-emissions transportation decarbonization strategies in [The U.S. National Blueprint for Transportation Decarbonization](#).

Program Administration Activities: Program Administration Activities means activities that support administration of the grant program, to the extent such activities meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. Program Administration Activities include but are not limited to establishing and convening advisory councils, as described in Item 2 of [EPA's Guidance on Selected Items of Cost for Recipients](#), and fund raising, as described in Item 4 of [EPA's Guidance on Selected Items of Cost for Recipients](#).

Program Beneficiary: Program Beneficiary means an entity (either an individual or an organization) that receives Financial Assistance or technical assistance as an end-user, except when such Financial Assistance is characterized as an Acquisition of Intangible Property (in which case the entity is a Contractor, as defined in 2 CFR 200.1). Expenditures to Program Beneficiaries are in the form of Participant Support Costs, as defined in 2 CFR 1500.1. A Program Beneficiary is distinct from a Subrecipient, as defined in 2 CFR 200.1.

Program Income: 2 CFR 200.1 defines Program Income as "gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(c)". 2 CFR 200.1 notes that Program

Income "includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds." For this program, Program Income also includes but is not limited to income from origination fees, servicing fees, and asset management fees; dividends from equity investments; revenue from asset sales; release of grant funds previously used as Financial Assistance (such as through loan guarantees, loan loss reserves, or similar transactions); interest and other earnings on disbursements of grant funds that have not been transferred to third parties; and funds raised with costs charged against the grant award (such as private debt, philanthropic contributions, and other funds raised). Program Income must be treated in accordance with the Program Income Programmatic Term and Condition. EPA-specific rules on Program Income are provided at 2 CFR 1500.8, and rules on allowable fund raising costs are provided under 2 CFR 200.442 (with additional details in Item 4 of the [EPA Guidance on Selected Items of Cost for Recipients](#)). Under this award agreement, the Recipient is authorized to deduct the cost of generating program income under 2 CFR 200.307(d) and 2 CFR 1500.8(b), provided the costs are reasonable and necessary for performance under the Federal award and the costs are not charged to the EPA award. Costs incidental to the generation of program income include origination, servicing, and management costs that are not charged as direct costs to the Federal award or to Program Income. Costs of generating program income can be incurred in advance of receiving the gross income, with the Recipient incurring the costs and later using gross income to reimburse itself for no more than the actual costs incurred to generate the program income, provided the Recipient can account for the actual costs incurred. Program Income requirements flow down to Subrecipients but not to Contractors or Program Beneficiaries.

Qualified Project: Section 134(c)(3) of the Clean Air Act provides that a Qualified Project is any project, activity, or technology that (A) reduces or avoids greenhouse gas emissions and other forms of air pollution in partnership with, and by leveraging investment from, the private sector; or (B) assists communities in the efforts of those communities to reduce or avoid greenhouse gas emissions and other forms of air pollution. For this Assistance Agreement, Qualified Project means any project, activity or technology meeting all six requirements listed below at the time that Financial Assistance is provided to the project, activity, or technology:

- The project, activity, or technology would reduce or avoid Greenhouse Gas Emissions, consistent with the climate goals of the United States to reduce Greenhouse Gas Emissions 50-52 percent below 2005 levels in 2030, reach 50 percent zero-emission vehicles share of all new passenger cars and light trucks sold in 2030, achieve a carbon pollution-free electricity sector by 2035, and achieve net-zero emissions by no later than 2050. The project, activity, or technology may reduce or avoid such emissions through its own performance or through assisting communities in their efforts to deploy projects, activities, or technologies that reduce or avoid such emissions.
- The project, activity, or technology would reduce or avoid emissions of other Air Pollutants. The project, activity, or technology may reduce or avoid such emissions through its own performance or through assisting communities in their efforts to deploy projects, activities, or technologies that reduce or avoid such emissions.
- The project, activity, or technology would deliver additional benefits (i.e., in addition to primarily reducing or avoiding emissions of greenhouse gases and other Air Pollutants) to communities within one or more of the following seven categories: climate change; clean energy and energy efficiency; clean transportation; affordable and sustainable housing; training

and workforce development; remediation and reduction of legacy pollution; and development of critical clean water infrastructure.

- The project, activity, or technology may not have otherwise been financed.
- The project, activity, or technology would mobilize private capital.
- The project, activity, or technology would support only commercial technologies, defined as technologies that have been deployed for commercial purposes at least three times for a period of at least five years each in the United States for the same general purpose as the project, activity, or technology.

Senior Management: Senior Management means the chief executive officer, chief risk officer, general counsel, chief compliance officer, chief investment officer, chief reporting officer, and chief financial officer (or equivalent positions).

Subaward: 2 CFR 200.1 defines a Subaward as “an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant”. A Subgrant refers to a Subaward in the form of a grant.

Subrecipient: Consistent with 2 CFR 200.1, Subrecipient means an entity that receives a Subaward from a pass-through entity to carry out part of a Federal award but does not include an entity that is a Program Beneficiary of such an award. A Subrecipient is distinct from a Program Beneficiary, which is referenced in 2 CFR 1500.1. In this program, there are three main types of Subrecipients: (1) a Subrecipient that receives a Subgrant that will be used, either in whole or in part, to provide Financial Assistance to Qualified Projects, or a “Financial Assistance Subrecipient”; (2) a Subrecipient that receives a Subgrant that will be used exclusively for Predevelopment Activities, Market-Building Activities, and/or Program Administration Activities, or a “Technical Assistance Subrecipient”; and (3) a Subrecipient that receives Financial Assistance in the form of a Subaward, with the Subrecipient then using the Subaward to provide Financial Assistance to Qualified Projects, or a “Financial Intermediary Subrecipient”. In accordance with 2 CFR 200.332, each Subrecipient is accountable to the Recipient for proper use of EPA funding. Note that a financial transaction is a Subaward to a Financial Intermediary Subrecipient if the following two characteristics are true: (i) the financial transaction provides an award by a pass-through entity to a Subrecipient through a form of *Federal financial assistance*, other than a grant, and (ii) the proceeds of the award are used directly as Financial Assistance to Qualified Projects, carrying out part of a Federal award received by the pass-through entity.

The EPA Subaward Policy applies to Subgrants made to Financial Assistance Subrecipients and Technical Assistance Subrecipients, including but not limited to Named Subrecipients. However, the EPA Subaward Policy does not apply to Subawards made to Financial Intermediary Subrecipients.

Waste, Fraud, or Abuse: For the definition and application of these terms under this Assistance Agreement (e.g. the Financial Risk Management Requirements, Clarifications to EPA General Terms and Conditions, and Financial Agent Terms and Conditions) and any associated legal documentation related to the Assistance Agreement, refer to their use in the *Reporting Waste, Fraud, and Abuse* clause in the EPA General Terms and Conditions effective October 1, 2024 and 2 CFR 200.113: “credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act 31 U.S.C. 3729-3733.”

II. NATIONAL PROGRAMMATIC TERMS AND CONDITIONS

A. Performance Reporting

In accordance with 2 CFR 200.329 and 2 CFR 200.337, the Recipient agrees to the following four requirements of performance reporting: (1) progress reports; (2) transaction and-project level report, (3) organizational disclosures, and (4) ongoing disclosures. These performance reporting requirements “flow-down” as needed to enable the Recipient to comply with the requirements described in this term and condition. The Recipient must ensure that these reports cover its own grant-related activities, and where applicable to a certain performance report or element of a performance report, the grant-related activities of its Subrecipients, Contractors, and/or Program Beneficiaries. To comply with these performance reporting requirements, the Recipient agrees to use information collection instruments authorized by GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW), once such instruments are authorized; to the extent that information is not available for transactions that were closed prior to authorization of these instruments, the Recipient will not be out of compliance with the performance reporting requirements.

The Recipient agrees to have its chief executive officer (or equivalent) and chief reporting officer (or equivalent) review, sign, and submit performance reporting electronically to the EPA Project Officer. To the extent it is known, or should have been known, by the chief executive officer (or equivalent) and chief reporting officer (or equivalent) that the reporting is not materially compliant with the terms and conditions, or demonstrates material noncompliance with the terms and conditions, the chief executive officer (or equivalent) and chief reporting officer (or equivalent) must note such noncompliance to the EPA Project Officer alongside the submission. Should the chief executive officer (or equivalent) and chief reporting officer (or equivalent) signing the submission knowingly and willfully make any material false statement, they may be subject to criminal prosecution under 18 U.S.C. 1001 and/or other civil and administrative sanctions.

EPA intends to make performance reporting information available to the public, either in whole or in part, through disclosing copies of the reports as submitted or using the content of the reports to prepare EPA reporting documents. Pursuant to 2 CFR 200.338, the Recipient agrees to redact personally identifiable information (PII) and mark confidential business information (CBI) prior to submission to EPA. Information claimed as CBI will be disclosed only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B. As provided at 40 CFR 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the Recipient. Recipient agrees that submitted information that does not include PII or CBI may be shared for program evaluation purposes, including with third parties.

The EPA Project Officer may extend the due date for performance reporting requirements to the extent authorized by 2 CFR 200.329 and 2 CFR 200.344. On a case-by-case basis, the EPA Project Officer may waive or modify performance reporting requirements to the extent authorized by 2 CFR 200.329 and 2 CFR 200.344. Notwithstanding any other provision of this Assistance Agreement, if Recipient’s inability to submit the required performance reporting is due to issues with EPA systems, the Recipient shall be granted a reasonable extension to submit the reports after the technical issue has been corrected.

Where applicable, the intervals for reporting are authorized by 2 CFR 200.329(c)(1), as more frequent reporting is necessary for the effective monitoring of the Federal award and could significantly affect program outcomes.

1. Progress Reports

Semi-Annual Report

The Recipient agrees to submit semi-annual reports covering six months of the calendar year in accordance with information collection instruments approved through GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW). A single semi-annual report must be submitted to cover grant-related activities of the Recipient and its Subrecipients as well as the grant-related activities of its Contractors and/or Program Beneficiaries where applicable to a certain element of the semi-annual report.

The Recipient agrees to submit semi-annual reports electronically to the EPA Project Officer within 30 calendar days after the semi-annual reporting period ends. The Recipient may submit a request to the EPA Project Officer for a permanent extension to 60 calendar days. A request may be made once, and it must include (i) an explanation of the Recipient's unique circumstance as to why they need the extension; (ii) the length of the extension (i.e., up to but not more than 60 calendar days after the semi-annual reporting period ends); and (iii) the duration of the extension (i.e., up to the remainder of the Period of Performance).

The semi-annual reporting periods are as follows: July 1 to December 31; January 1 to June 30. The first semi-annual reporting period ends on December 31 and covers all activities beginning on the first day of the Period of Performance.

Annual Report

The Recipient agrees to submit annual reports that contain detailed narratives describing program performance over the Recipient's fiscal year, supported with qualitative discussions and quantitative metrics. A single annual report must be submitted to cover grant-related activities of the Recipient and its Subrecipients as well as the grant-related activities of its Contractors and/or Program Beneficiaries where applicable to a certain element of the annual report.

The Recipient must include the following broad, non-exhaustive elements in its annual reports:

- Progress towards objectives on key performance metrics over the reporting period,
- Summary of key activities completed in the reporting period, including case studies across different types of Financial Assistance to Qualified Projects,
- Geographic coverage of Financial Assistance to Qualified Projects made in the reporting period,
- Descriptions and examples of actions taken to meaningfully involve the communities the program serves in program design and operations,
- Case studies of different types of Market-Building and/or Predevelopment Activities, and
- Plans for key activities (including anonymized current transaction pipeline) to be completed as well as outputs and outcomes to be achieved in the next reporting period.

These reports must be submitted ready to be published on the EPA website for public consumption and must not include any material that the Recipient considers to be Confidential Business Information (CBI) or Personal Identifiable Information (PII). All reports will undergo an EPA review process to verify that there is no PII or claims of CBI. Should EPA identify PII or claims of CBI in reports, the EPA Project Officer will require that the Recipient re-submit the report without the PII or claims of CBI so that it can be published without redaction.

The Recipient agrees to submit annual reports electronically to the EPA Project Officer within 90 calendar days after the Recipient's fiscal year end date. The first annual report is due 90 calendar days after the Recipient's fiscal year that ends in 2025.

Final Report

The Recipient agrees to submit a final report containing two documents. First, the recipient must submit a report containing all of the elements described above for the annual report, covering the entire Period of Performance and overall assessment of its program performance and implementation of its workplan in effect under this Assistance Agreement. Second, the recipient must submit its investment strategy for the Closeout Period to detail its use of Post-Closeout Program Income over the Closeout Period. EPA intends to make the investment strategy, either in whole or in part, available to the public through disclosing copies of the investment strategy as submitted or using the content of the investment strategy. Pursuant to 2 CFR 200.338, the Recipient agrees to redact personally identifiable information (PII) and mark confidential business information (CBI) accordingly. Information identified as CBI will be disclosed only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B. As provided at 40 CFR 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the Recipient.

The two documents for the final report must be submitted to cover the grant-related activities of the Recipient and its Subrecipients as well as the grant-related activities of its Contractors and/or Program Beneficiaries where applicable to a certain element of the final report.

The Recipient agrees to submit the two documents for the final report electronically to the EPA Project Officer no later than 120 calendar days after the end date of the Period of Performance.

2. Transaction and Project-Level Report

The Recipient agrees to submit quarterly transaction and project-level reporting in accordance with information collection instruments approved through GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW). The data submission must cover the grant-related activities of the Recipient and its Subrecipients as well as the grant-related activities of its Contractors and/or Program Beneficiaries where applicable to a certain element of the data submission.

The Recipient agrees to submit the transaction and project-level report electronically to the EPA Project Officer within 30 calendar days after the quarterly reporting period ends. The Recipient may submit a request to the EPA Project Officer for a permanent extension to 60 calendar days. A request may be made once, and it must include (i) an explanation of the Recipient's unique circumstance as to why they need the extension; (ii) the length of the extension (i.e., up to but not more than 60 calendar days after the quarterly reporting period ends); and (iii) the duration of the extension (i.e., up to the remainder of the Period of Performance).

The four quarterly reporting periods for data submission are as follows: July 1 to September 30; October 1 to December 31; January 1 to March 31; and April 1 to June 30. The data submissions must cover transactions originated in the preceding quarter. For the quarterly reporting period that ends September 30, the Recipient must provide information on transactions originated from April 1 to June 30 rather than from July 1 to September 30. For the quarterly reporting period that ends December 31, the Recipient must provide information on transactions originated from July 1 to September 30 rather

than October 1 to December 31. For the quarterly reporting period that ends March 31, the Recipient must provide information on transactions originated from October 1 to December 31 rather than January 1 to March 31. For the quarterly reporting period that ends June 30, the Recipient must provide information on transactions originated from January 1 to March 31 rather than April 1 to June 30. The first transaction and project-level report is due 30 calendar days after December 31, 2024 and must cover all transactions originated from the beginning of the Performance Period through September 30, 2024.

3. Organizational Disclosures

The Recipient agrees to submit annual organizational disclosures electronically to the EPA Project Officer within 30 calendar days after submission of its Single Audit to the Federal Audit Clearinghouse's Internet Data Entry System. The organizational disclosures must cover the Recipient's fiscal year and be submitted in accordance with information collection instruments approved through GGRF Accomplishment Reporting (EPA ICR Number 2783.01, OMB Control Number 2090-NEW). Additionally, the Recipient agrees to submit such organizational disclosures for each Financial Assistance Subrecipient that has received in excess of \$10,000,000 in NCIIF subgrants to provide Financial Assistance to Qualified Projects under the National Clean Investment Fund (to be delivered within 30 calendar days after submission of the Subrecipient's Single Audit to the Federal Audit Clearinghouse's internet Data Entry System). The requirement for organizational disclosures is not applicable for any fiscal year in which the reporting entity did not meet the requirements of 2 CFR Subpart F—Audit Requirements. The first Organizational Disclosures are due in 2025.

4. Ongoing Disclosures

In addition to other ongoing disclosure obligations within the regulations and terms and conditions of this Award Agreement, the Recipient agrees to notify the EPA Project Officer of the following events in accordance with 2 CFR 200.329(e):

1. Changes to the Recipient's independent certified public accounting firm;
2. Non-reliance by the Recipient or its independent auditor on previously issued financial statements or a related audit report or completed interim audit review;
3. Changes in fiscal year end of the Recipient;
4. Material impairments to the Recipient's assets;
5. Intention to file bankruptcy petition or enter into receivership;
6. Submission of annual Form 990 to the IRS, with provision of copy to EPA Project Officer upon request (only if submission of the Form 990 is otherwise required).

Additionally, the Recipient agrees to submit such ongoing disclosures for each Financial Assistance Subrecipient that has received in excess of \$10,000,000 to provide Financial Assistance to Qualified Projects under the National Clean Investment Fund. The Recipient agrees to submit ongoing disclosures electronically to the EPA Project Officer within 15 calendar days of the event.

B. Cybersecurity Condition

(a) The Recipient agrees that when collecting and managing environmental data under this Assistance Agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the Recipient's network or information system and EPA networks used by the Recipient to transfer data under this agreement are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the Recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Recipient agrees to contact the EPA Project Officer no later than 90 calendar days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The Recipient agrees that any Subawards it makes under this agreement will require the Subrecipient to comply with the requirements in (b)(1) if the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The Recipient will be in compliance with this condition: by including this requirement in Subaward Agreements and, during Subrecipient monitoring deemed necessary by the Recipient under 2 CFR 200.332(e), by inquiring whether the Subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the Recipient to contact the EPA Project Officer on behalf of a Subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the Subrecipient and EPA.

C. Competency Policy

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aiaa-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

D. Public or Media Events

For public or media events that are planned more than 15 calendar days in advance, the Recipient agrees to notify the EPA Project Officer of public or media events it has organized publicizing the accomplishment of significant activities related to execution of the workplan in effect under this Assistance Agreement and provide the opportunity for attendance and participation by federal representatives with at least 15 calendar days' notice.

E. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

F. Leveraging and Fund Raising

1. Leveraging

The Recipient agrees to make commercially reasonable efforts to provide the proposed leveraged funding that is described in its workplan in effect under this Assistance Agreement. If the proposed leveraging does not substantially materialize during the Period of Performance, and the Recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future grant applications from the Recipient. In addition, if the proposed leveraging does not substantially materialize during the Period of Performance and the Recipient does not provide a satisfactory explanation, then EPA may reconsider the legitimacy of the award; if EPA determines that the Recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding described in the workplan in effect under this Assistance Agreement, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

2. Fund Raising

2 CFR 200.442 provides coverage on allowable fund-raising costs, with additional details contained in Item 4 of the [EPA Guidance on Selected Items of Cost for Recipients](#). Fund raising costs are an allowable cost and may include costs that are reasonable and necessary for raising capital from private investors to provide Financial Assistance to Qualified Projects.

Allowable fund-raising costs must meet the following two criteria, in addition to meeting the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500: (1) must be in support of the Greenhouse Gas Reduction Fund's third program objective to mobilize financing and private capital and (2) must be reasonable and necessary to raise capital from private investors. Funds a Recipient raises for its own use with costs borne by an EPA Financial Assistance Agreement are considered Program Income, which must be treated in accordance with the Program Income Programmatic Term and Condition. When fund raising costs are paid for by both the award as well as other sources, a portion of the funds raised equal to the share of fund-raising costs charged to the award will be treated as Program Income.

G. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving Environmental Information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving Environmental Information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents. EPA will not approve any QA planning documents developed by a Subrecipient; the Recipient is responsible for reviewing and approving its Subrecipient QA planning document(s), if required based on the Subrecipient's Environmental Information Operations.

1. Quality Management Plan (QMP)

Prior to beginning Environmental Information Operations necessary to comply with the requirements specified in the Performance Reporting Programmatic Term and Condition, the recipient must: (i) develop a QMP, (ii) prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#) and submit the document for EPA review, and (iii) obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval. Alternatively, the Recipient may (i) submit a previously EPA-approved and current QMP and (ii) the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the Recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

The Recipient must submit the QMP within 90 calendar days after grant award, unless the Recipient requests an extension(s) that is granted by the QAM.

The Recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the Recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmission of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

Prior to beginning Environmental Information Operations necessary to comply with the requirements specified in the Performance Reporting Programmatic Term and Condition, the Recipient must: (i) develop a QAPP, (ii) prepare the QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#), (iii) submit the document for EPA review, and (iv) obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval. Alternatively, the Recipient may (i) submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s) and (ii) the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

The Recipient must submit the QAPP within 90 calendar days after grant award, unless the Recipient requests an extension(s) that is granted by the QAM.

The Recipient must notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and [EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- [EPA QA/G-5: Guidance for Quality Assurance Project Plans.](#)
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).

H. Real Property

In accordance with 2 CFR 200.311, title to Real Property acquired or improved under this agreement will vest upon acquisition by the Recipient, including but not limited to title to Real Property acquired through exercise of a remedy for default of a Financial Assistance arrangement. This Real Property must be used for the originally authorized purpose as long as needed for that purpose, during which time the Recipient must not dispose of or encumber its title or other interests. The Real Property Programmatic Term and Condition flows down to Subrecipients but not to Program Beneficiaries or Contractors that receive Financial Assistance to Qualified Projects, which may acquire title to Real Property after receiving Financial Assistance to Qualified Projects.

The Recipient must obtain prior approval from the EPA Award Official for the acquisition of Real Property. Note that the Recipient may meet this requirement by specifying the types of acquisitions of Real Property it plans to carry out (including in cases where the Recipient would acquire title to Real Property through exercise of a remedy for default) in its workplan in effect under this Assistance Agreement.

Disposition

If the Recipient disposes of the Real Property and uses the proceeds for the originally authorized purpose (i.e., under the terms and conditions of the Award Agreement), then the proceeds will be treated as Program Income and there are no further disposition requirements.

Otherwise, when Real Property is no longer needed for the originally authorized purpose, the Recipient must obtain disposition instructions from EPA. The instructions will provide for one of the following alternatives:

1. Retain title after compensating EPA. The amount paid to EPA will be computed by applying EPA's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where Recipient is disposing of Real Property acquired or improved with a Federal award and acquiring replacement Real Property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. Sell the property and compensate EPA. The amount due to EPA will be calculated by applying EPA's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Recipient is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
3. Transfer title to EPA or to a third party designated/approved by EPA. The Recipient is entitled to be paid an amount calculated by applying the Recipient's percentage of participation in the purchase of the Real Property (and cost of any improvements) to the current fair market value of the property.

Recordation

As authorized by 2 CFR 200.316, EPA requires that Recipients who use EPA funding to purchase and improve Real Property through an EPA funded construction project record a lien or similar notice in the Real Property records for the jurisdiction in which the Real Property is located, which indicates that the Real Property has been acquired and improved with federal funding and that use and disposition conditions apply to the Real Property.

I. Program Income

In accordance with Clean Air Act Section 134(b)(1)(C) as well as 2 CFR 200.307(c) and 2 CFR 1500.8(b), the Recipient must retain Program Income earned during the Period of Performance. Program Income will be added to funds committed to the program by EPA and used for the purposes and under the conditions of the Assistance Agreement and beyond the Period of Performance based on a Closeout Agreement.

In any period of time before such a Closeout Agreement is effective but after the Recipient has fully used the award for allowable activities, the Recipient is authorized to use Program Income under the terms and conditions of the Assistance Agreement, as opposed to the terms and conditions outlined under the Closeout Agreement Programmatic Term and Condition. The terms and conditions outlined under the Closeout Agreement Programmatic Term and Condition will supplant the terms and conditions of the Assistance Agreement once the Closeout Agreement becomes effective.

In accordance with 2 CFR 1500.8(d) as supplemented by the Period of Performance Programmatic Term and Condition, under ordinary circumstances, the Recipient may only use Program Income once the initial award funds are fully used for allowable activities or the Period of Performance ends for a different reason. However, Program Income may be used by the Recipient in advance of the initial award funds being fully used where reasonable and necessary to execute the activities in the workplan in effect under this Assistance Agreement.

J. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Recipient or Subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Recipient received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logos/policy>.

III. ADDITIONAL PROGRAMMATIC TERMS AND CONDITIONS

A. Eligible Recipient

The Recipient agrees to maintain its status as an Eligible Recipient, which includes:

- a. Meeting the definition of *Nonprofit organization* set forth in 2 CFR 200.1:
- b. Having an organizational mission consistent with being “designed to provide capital, leverage private capital, and provide other forms of financial assistance for the rapid deployment of low- and zero-emission products, technologies, and services;”
- c. Not receiving any “deposit” (as defined in Section 3(l) of the Federal Deposit Insurance Act) or “member account” or “account” (as defined in Section 101 of the Federal Credit Union Act);
- d. Being funded by public or charitable contributions; and
- e. Having the legal authority to invest in or finance projects.

B. Workplan and Budget

The Recipient agrees to execute the workplan in effect under this Assistance Agreement. This document, once approved by the EPA, will reflect an agreement between the Parties and will be incorporated into and be a part of the agreement between the Recipient and the EPA.

The Recipient agrees to conduct an annual review of the workplan in effect under this Assistance Agreement within 90 calendar days of June 30 of each calendar year. If material changes are made during the annual review or in between annual reviews, the Recipient agrees to submit the updated workplan to the EPA Project Officer.

The Recipient also agrees to conduct an annual review of the EPA-approved detailed budget table within 90 calendar days of June 30 of each calendar year. If material changes are made during the annual review or in between annual reviews, the Recipient agrees to submit the updated detailed budget table to the EPA Project Officer. Such submissions are not subject to prior approval unless otherwise required by the regulations or the terms and conditions of the Award Agreement.

C. Recipient Organizational Plan

The Recipient agrees to execute the workplan in accordance with the documents listed below, as submitted to EPA through Grants.gov for EPA-R-HQ-NCIF-23 or provided to EPA after the application submission deadline.

- 1. Organizational Plan, pursuant to Section IV.C: *Content of Application Submission of the Notice of Funding Opportunity*;
- 2. Legal Entity Structure Diagram, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*; and
- 3. Organizational and Governing Documents, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*.

The Recipient agrees to maintain its incorporation in the United States, as reflected in the above documents.

The Recipient agrees to conduct an annual review of the documents within 90 calendar days of June 30 of each calendar year. If material changes are made during the annual review or in between annual reviews, the Recipient agrees to submit the updated documents to the EPA Project Officer. Such submissions are not subject to prior approval unless otherwise required by the regulations or the terms and conditions of the Award Agreement.

D. Recipient Policies and Procedures

The Recipient agrees to execute the workplan in accordance with the documents listed below (or other documents submitted in lieu of the documents listed below), as submitted to EPA through Grants.gov for EPA-R-HQ-NCIF-23 or provided to EPA after the application submission deadline.

- 1. Legal and Compliance Risk Management Policies and Procedures, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*;
- 2. Financial Risk Management Policies and Procedures, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*;
- 3. Board Policies and Procedures, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*;
- 4. Management Policies and Procedures, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*;
- 5. Consumer Protection Policies and Procedures, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*;
- 6. Equity Policies and Practices, pursuant to Section IV.B: *Application Materials of the Notice of Funding Opportunity*; and
- 7. Conflict of Interest Mitigation Plan, which include all documents submitted upon EPA’s request regarding measures that will be taken to eliminate, neutralize, mitigate or otherwise resolve conflicts of interest.
- 8. Documentation of Personnel and Fringe Benefit Charges, which includes all documents submitted upon EPA’s request to document how personnel and fringe benefits will be charged against the grant award in accordance with 2 CFR 200.430 *Compensation—personal services* and 2 CFR 200.431 *Compensation—fringe benefits*. Notwithstanding the content of the Recipient’s EPA-approved budget, the Recipient is not authorized to charge the grant award for personnel and fringe benefits against employees without using the W-2 as the definitive definition of “employee” until the Documentation of Personnel and Fringe Benefit Charges has been reviewed and approved by the EPA, as communicated by the EPA Project Officer.

The Recipient agrees to conduct an annual review of the documents within 90 calendar days of June 30 of each calendar year. If material changes are made during the annual review or in between annual reviews, the Recipient agrees to submit the updated documents to the EPA Project Officer. With the exception of the Documentation of Personnel and Fringe Benefit Charges, where changes will be subject to prior approval, such submissions are not subject to prior approval unless otherwise required by the regulations or the terms and conditions of the Award Agreement

E. Allowable and Unallowable Activities

The Recipient agrees to only use the award to support the following allowable activities: Financial Assistance to Qualified Projects; Predevelopment Activities; Market-Building Activities; and Program

Administration Activities. The Recipient must use awards funds exclusively for allowable activities within the ten EPA regions, with the exception of the Freely Associated States. All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500.

The Recipient agrees to not use the award for the following unallowable activities: (a) Financial Assistance to Qualified Projects in the form of Subgrants; (b) Subgrants for the purposes of providing Financial Assistance to Qualified Projects (other than Subgrants from the Recipient to first-tier Subrecipients); and (c) activities that support deployment of projects that do not meet the definition of Qualified Projects. The allowability of legal costs incurred in connection with the award shall be governed by applicable provisions of 2 CFR Part 200, Subpart E, including but not limited to 2 CFR 200.403, 2 CFR 200.435, 2 CFR 200.441 and 2 CFR 200.459.

F. Foreign Entity of Concern

As part of carrying out this award, the Recipient agrees to ensure that entities the Recipient contracts with, the Recipient makes Subawards to, or that receive funds as Program Beneficiaries at any tier of funding under this grant agreement are not—

- (A) an entity owned by, controlled by, or subject to the direction of a government of a covered nation under 10 U.S.C. 4872(d);
- (B) an entity headquartered in a covered nation under 10 U.S.C. 4872(d); or
- (C) a subsidiary of an entity described in (A) or (B).

As of the date these terms and conditions become effective, covered nations under 10 U.S.C. § 4872(d) are the Democratic People’s Republic of North Korea; the People’s Republic of China; the Russian Federation; and the Islamic Republic of Iran.

G. LIDAC Expenditure Requirement

The Recipient agrees to ensure that a minimum of 40% of the award is used for the purposes of providing Financial Assistance in Low-Income and Disadvantaged Communities, with compliance maintained over each annual reporting period (i.e., from July 1 to June 30). Funds used for the purposes of providing Financial Assistance may include Financial Assistance to Qualified Projects; Predevelopment Activities; Market-Building Activities; and Program Administration Activities. This requirement applies to the entire award provided to the Recipient but does not “flow down” to each Subrecipient.

H. Revolving Loan Fund Characterization

EPA considers the portion of the award used to provide Financial Assistance to Qualified Projects that may generate Program Income as a capitalization of a revolving loan fund for the purposes of 2 CFR 1500.8(d). Such Financial Assistance may include Subawards, Participant Support Costs, and/or Acquisitions of Intangible Property. In accordance with section 2.0 *Applicability and Effective Date* and the definition of *Subaward* in section 3.0 of the EPA Subaward Policy, the EPA Subaward Policy does not apply to the Recipient’s Subawards from the capitalization of a revolving loan fund.

EPA does not consider the remaining portion of the award as a capitalization of a revolving loan fund for the purposes of 2 CFR 1500.8(d). As such, all Subgrants made by the Recipient are subject to the EPA Subaward Policy.

I. Subawards

Subawards to Technical Assistance Subrecipients
The Establishing and Managing Subawards General Term and Conditions applies to Technical Assistance Subrecipients.

Subawards to Financial Intermediary Subrecipients

The following requirements apply when the Recipient provides a Subaward to a Financial Intermediary Subrecipient. These requirements apply to the Recipient and Subrecipient in lieu of those specified in the Establishing and Managing Subawards General Term and Condition, as the EPA Subaward Policy does not apply to Financial Intermediary Subrecipients.

1. The Recipient must establish and follow a system that ensures all Subawards to Financial Intermediary Subrecipients are in writing and contain all of the elements required by 2 CFR 200.332(b), with the exception of the indirect cost provision of 2 CFR 200.332(b)(4) (which does not apply to loans). EPA has developed an optional template for Subaward Agreements available in Appendix D of the EPA Subaward Policy, which may also be used for such Subaward Agreements with Financial Intermediary Subrecipients.

2. The Financial Intermediary Subrecipient must comply with the internal control requirements specified at 2 CFR 200.303 and is subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The pass-through entity must include a condition in all Subawards that requires Financial Intermediary Subrecipients to comply with these requirements. No other provisions of the Uniform Grant Guidance, including the Procurement Standards, apply directly to the Subrecipient.

3. Prior to making the Subaward, the Recipient must ensure that the Financial Intermediary Subrecipient has a “unique entity identifier.” This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.332(b)(1). The unique entity identifier (UEI) is generated when an entity registers in SAM. Information on registering in SAM and obtaining a UEI is available in the General Condition of the pass-through entity’s agreement with EPA entitled “*System for Award Management and Universal Identifier Requirements*.”

Subawards to Financial Assistance Subrecipients

The following requirements apply when the Recipient provides a Subaward to a Financial Assistance Subrecipient. These requirements apply to the Recipient and Subrecipient in addition to those specified in the Establishing and Managing Subawards General Term and Condition.

1. The Recipient must obtain written approval from the EPA Award Official prior to providing a Subgrant to a Financial Assistance Subrecipient that would exceed \$10,000,000 cumulatively in Financial Assistance Subawards under the National Clean Investment Fund and Capitalization Funding under the Clean Communities Investment Accelerator.

2. Prior to providing a Subgrant not named on the application to a Financial Assistance Subrecipient, the Recipient must obtain disclosure from the potential Subgrantee regarding award funds that it has sought and/or received under the National Clean Investment and Clean Communities Investment Accelerator programs.

J. Participant Support Costs

The Recipient may provide Financial Assistance to Qualified Projects in the form of Participant Support Costs. In addition, the Recipient may provide Participant Support Costs for other purposes, including

Predevelopment Activities, Market-Building Activities, and Program Administration Activities, to the extent such purposes are authorized under the Award Agreement.

The Recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on Participant Support Costs, in addition to other requirements included in the terms and conditions of this Award Agreement:

1. The Recipient and Program Beneficiaries are responsible for taxes, if any, on payments made to or on behalf of entities participating in this program that are allowable as Participant Support Costs under 2 CFR 200.1.2, 2 CFR 200.456, or 2 CFR 1500.1. EPA encourages the Recipient and Program Beneficiaries to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of subsidies, rebates, and other participant support cost payments. However, EPA does not provide advice on tax issues relating to these payments.
2. Participant Support Cost payments are lower tiered covered Nonprocurement transactions for the purposes of 2 CFR 180.300 and the Suspension and Debarment General Term and Condition. The Recipient, therefore, may not make Participant Support Cost payments to entities excluded from participation in Federal Nonprocurement programs under 2 CFR Part 180 and must ensure that Subrecipients adhere to this requirement as well. The Recipient is responsible for checking that Program Beneficiaries (i.e., entities receiving Participant Support Costs) are not excluded from participation through either (1) checking the System for Award Management (SAM) or (2) obtaining eligibility certifications from the Program Beneficiaries.

The Recipient agrees to provide written guidelines for Participant Support Costs to the EPA Project Officer prior to making payments to Program Beneficiaries, unless already described in the Recipient's workplan in effect under this Assistance Agreement. These guidelines must: (a) describe the activities that will be supported by the Participant Support Costs; (b) specify the range of funding to be provided through the Participant Support Costs; (c) identify which types of entities will have title to equipment (if any) purchased with the funds; (d) establish source documentation requirements (e.g., invoices) for accounting records; and (e) describe purchasing controls to ensure that the amount of the Participant Support Cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

K. Acquisitions of Intangible Property

2 CFR 200 Procurement Standards

The Recipient may provide Financial Assistance to Qualified Projects in the form of Acquisitions of Intangible Property. The Recipient agrees to acquire Intangible Property in compliance with the conflict of interest and competition requirements described in the 2 CFR Part 200 Procurement Standards. This includes but is not limited to the requirements at 2 CFR 200.318 to:

- Have and use documented procurement procedures to govern acquisitions of Intangible Property;
- Maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts;
- Maintain written standards of conduct covering conflicts of interest and governing the actions of employees engaged in the selection, award, and administration of contracts as well as maintain written standards of conduct covering organizational conflicts of interest;

- Prioritize entering into inter-entity agreements where appropriate for procurement or use of common or shared goods and services as the Recipient seeks to mobilize financing and private capital;
- Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement; and
- Maintain records sufficient to detail the history of procurement.

Disposition

If the Recipient disposes of the Intangible Property and uses the proceeds for the originally authorized purpose (i.e., under the terms and conditions of the Award Agreement), then the proceeds will be treated as Program Income and there are no further disposition requirements.

Recordation

The Recipient agrees to record liens or other appropriate notices of record to indicate that Intangible Property has been acquired with Federal funding and that use and disposition conditions apply to the Intangible Property, in cases where Financial Assistance to Qualified Projects is in the form of an Acquisition of Intangible Property. As provided in 2 CFR 200.1: "...loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible)" are *Intangible Property* for the purposes of the restrictions described at 2 CFR 200.315(a). "Other appropriate notices of record" is not limited to filing Uniform Commercial Code instruments and may also include a notice of record in the legally-binding transaction documents.

Additional guidance is available at [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#):

L. Labor and Equitable Workforce Development Requirements

1. Davis-Bacon and Related Acts (DBRA)

A. Program Applicability

As provided in Section 314 of the Clean Air Act (42 USC § 7614) (DBRA), Davis-Bacon Act (42 USC §§ 3141-3144) labor standards apply to projects assisted by grants and cooperative agreements made under the Greenhouse Gas Reduction Fund. Accordingly, all laborers and mechanics employed by contractors or subcontractors on projects assisted under this Award Agreement shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the locality as determined by the Secretary of Labor in accordance with 40 USC Subtitle II, Part A, Chapter 31, Subchapter IV (Wage Rate Requirements). Under the Greenhouse Gas Reduction Fund, the relevant construction type and prevailing wage classifications would be "Building" and "Residential." The Secretary of Labor's wage determinations are available at <https://sam.gov/content/wage-determinations>.

Under the Greenhouse Gas Reduction Fund, Davis-Bacon and Related Act requirements apply to forms of Financial Assistance that directly fund and are directly linked to specific construction projects that were not completed prior to the execution of the final binding documentation governing the use of the Financial Assistance. The Recipient must ensure that any construction work financed in whole or in part with such Financial Assistance, as defined in these Terms and Conditions, provided under this agreement complies with Davis-Bacon and Related Act requirements and the requirements of these Terms and Conditions.

Note, however, that under the Greenhouse Gas Reduction Fund, Davis-Bacon and Related Act requirements do not apply to any form of Financial Assistance which meets any of the following criteria:

- Financial Assistance which exclusively funds pre-construction (e.g. permitting or design work) or post-construction activities (e.g. Acquiring Intangible Property related to a previously completed construction project or re-financing activity related to a previously completed construction project).
- Financial Assistance which serves end-users who are individual homeowners or tenants of single-family homes or multifamily buildings when these individual end-users ultimately select the contractor(s) and execute the contract(s) for the construction work, as opposed to the Recipient, Subrecipient, or a contractor hired by the Recipient or Subrecipient.
- Financial Assistance which serves end-users who meet the definition of Federally Recognized Tribal Entities, as defined under this Assistance Agreement, when these Federally Recognized Tribal Entities ultimately select the contractor(s) and execute the contract(s) for the construction work, as opposed to the Recipient, Subrecipient, or a contractor hired by the Recipient or Subrecipient.
- Financial Assistance which serves any end-user when such Financial Assistance is less than \$250,000 for a project and the end-user ultimately selects the contractor(s) and executes the contract(s) for the construction work, as opposed to the Recipient, Subrecipient, or a contractor hired by the Recipient or Subrecipient.

If the Recipient encounters a situation that presents uncertainties regarding DBRA applicability under this Assistance Agreement, the Recipient must discuss the situation with the EPA Project Officer before authorizing work on the project.

In the event that a periodic project site visit, audit, or routine communication with a Subrecipient, Program Beneficiary, contractor, or subcontractor determines any instances of non-compliance or potential non-compliance with the requirements of this Term and Condition or the Davis-Bacon and Related Act, the Recipient agrees to promptly inform the EPA Project Officer for possible referral to the U.S. Department of Labor for guidance or enforcement action.

Note, the use of the term project in this term and condition is distinct from the use of the term project within the definition of Qualified Project under Clean Air Act Section 134(c)(3), which is broader and includes “any project, activity, or technology.” Consistent with the definitions at 29 CFR § 5.2, the term “construction” refers to all types of work done on a particular building or work at the site of the work by laborers and mechanics employed by a contractor or subcontractor. Additional guidance is available in the definition of the term “building or work” in 29 CFR § 5.2.

B. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

C. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

- Include the Correct Wage Determinations in Bid Solicitations and Contracts:**
Recipients are responsible for complying with the procedures provided in 29 CFR 1.6(b) when soliciting bids and awarding contracts.
- Include DBRA Requirements in All Contracts:** Include “By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants.”

b. After Award of Contract:

- Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.6(a)(1)(iii).
- Ensure Oversight of Contractors to Ensure Compliance with DBRA Provisions:**
Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

D. Recipient Responsibilities When Establishing and Managing Additional Subawards:

- Include DBRA Requirements in All Subawards (including Loans):** Include the following text on all Subawards under this grant: “By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.”
- Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of Subrecipients and must ensure Subrecipients comply with the requirements in 29 CFR 5.6.
- Provide Oversight to Ensure Compliance with Participant Support Cost Requirements:**
Recipients are responsible for oversight of Subrecipients and must ensure that Subrecipients comply with the requirements in subsection E, below.

E. Recipient/Subrecipient Responsibilities When Managing Participant Support Costs to Program Beneficiaries

When DBRA is applicable, Financial Assistance provided in the form of a participant support cost to a Program Beneficiary shall include the following text:

“(Name of Recipient/Subrecipient providing the Financial Assistance) retains the following responsibilities for all contracts and subcontracts assisted by this [form of Financial Assistance]:

- Solicitation and Contract Requirements:**
 - Include the Correct Wage Determinations in Bid Solicitations and Contracts:**
“(Name of Recipient/Subrecipient providing the Financial Assistance) is responsible for ensuring that any contracts or subcontracts made by Program Beneficiaries and/or assisted by Participant Support Costs comply with the procedures provided in 29 CFR 1.6(b) when soliciting bids and awarding contracts.”

- ii. **Include DBRA Requirements in All Contracts:** Include the following text “by accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants.](#)”
- b. **After Award of Contract:**
 - i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
 - ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

The contract clauses set forth in this term and condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. DBRA Compliance Monitoring Requirement

Reasonable and necessary costs for DBRA compliance are allowable and allocable grant costs. Such costs include, but are not limited to, the procurement of a payroll reporting and compliance management software product to meet the documentation and reporting requirements under [29 CFR 5.5\(a\)\(3\)\(ii\)](#) for all construction projects assisted under this award.

2. Compliance with Federal Statutes and Regulations

The Recipient agrees to comply with other applicable federal statutes and regulations related to labor and equitable workforce development as well as to enforce compliance with Subrecipients, contractors, and other partners (e.g., by including such provisions in contractual agreements). This includes but is not limited to applicable health and safety regulations as administered by the Occupational Safety and Health Administration.

3. Free and Fair Choice to Join a Union

In accordance with Executive Order 14082 (Implementation of the Energy and Infrastructure Provisions of the Inflation Reduction Act of 2022), the Recipient agrees to design and implement a policy to increase high-quality job opportunities for American workers and improving equitable access to these jobs, including in traditional energy communities, through the timely implementation of requirements for prevailing wages and registered apprenticeships and by focusing on high labor standards and the free and fair chance to join a union.

In accordance with the EPA General Terms and Conditions, grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

4. Labor and Equitable Workforce Development Implementation Plan

In accordance with Executive Order 14082 (Implementation of the Energy and Infrastructure Provisions of the Inflation Reduction Act of 2022), by December 31, 2024, the Recipient must submit a Labor and

Equitable Workforce Development Implementation Plan to the EPA Project Officer. The Implementation Plan should articulate policies, practices, and procedures adopted by the Recipient to maximize high-quality jobs and workforce development outcomes on projects assisted with the award. Examples of how this can be demonstrated include, but are not limited to:

- Mechanisms for promoting job quality and evaluating labor standards on projects being considered for and/or receiving Financial Assistance;
- Plans to support workforce development as part of Market-Building Activities;
- Current and planned partnerships with labor and workforce development organizations, including the purpose of those partnerships;
- Mechanisms for maximizing training and employment opportunities for participants in Registered Apprenticeship Programs on projects, including apprenticeship utilization targets, as applicable;
- Mechanisms for creating high-quality job training and employment opportunities available to residents of low-income and disadvantaged communities through projects and other program activities; and
- Processes for promoting Project Labor Agreements on construction projects above \$25,000,000, as appropriate, in alignment with Executive Order 14063 (Use of Project Labor Agreements for Federal Construction Projects) and Executive Order 13502 (Use of Project Labor Agreements for Federal Construction Projects), as well as other types of binding agreements that promote strong workforce outcomes, such as Community Workforce Agreements and Community Benefits Agreements.

The Recipient may use or reference materials already submitted to EPA as part of its submission of the Implementation Plan, where relevant.

Note that EPA may make the information from this plan available to the public, either in whole or in part, through disclosing copies of the reports as submitted or using the content of the reports to prepare EPA reporting documents. Pursuant to 2 CFR 200.338, the Recipient agrees to redact personally identifiable information (PII) and mark confidential business information (CBI) accordingly. Information claimed as CBI will be disclosed only to the extent, and by means of the procedures, set forth in 40 CFR Part 2. Subpart B. As provided at 40 CFR 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the Recipient.

M. Build America, Buy America Act

The Build America, Buy America Act – Public Law 117-58, requires the EPA to ensure that for any activity related to the construction, alteration, maintenance, or repair of infrastructure, “none of the funds made available for a Federal Financial Assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” (P.L. 117-58, Secs 70911 – 70917).

The Recipient is bound to the [EPA Build America, Buy America General Term and Condition](#), which outlines the Build America, Buy America (BABA) requirements that all Recipients of EPA Financial Assistance awards must comply with.

Under the Greenhouse Gas Reduction Fund, BABA requirements apply to forms of Financial Assistance that directly fund and are directly linked to specific infrastructure projects that were not completed prior to the date the Recipient's award funds were obligated by the EPA.

EPA interprets the definition of infrastructure consistent with 2 CFR 184 and M-24-02 (memorandum dated as of October 23, 2023), including the "public function" test, when determining whether projects qualify as public infrastructure, based on the Civil Rights Act definition of public accommodation.

The following types of Greenhouse Gas Reduction Fund projects are deemed infrastructure for the purposes of BABA applicability:

1. The public infrastructure portion of any property (e.g., retail in a mixed-use multi-family property) where the principal purpose of the Financial Assistance is to directly benefit such portion of the property;
2. Privately-owned commercial buildings when they meet the "public function" test;
3. Residential-serving community solar projects, which EPA deems "structures, facilities, and equipment that generate, transport, and distribute energy" per 2 CFR 184.4(c);
4. Publicly accessible EV charging stations;
5. Publicly owned energy generation and/or storage transportation facilities;
6. Publicly owned transportation facilities (e.g., bus depot);
7. Privately-owned transportation facilities that serve a public function.

The following types of Greenhouse Gas Reduction Fund projects are not deemed infrastructure for the purposes of BABA applicability:

1. Privately-owned vehicles for private use;
2. Certain publicly-owned or operated vehicles that EPA has determined do not constitute infrastructure (e.g. school buses);
3. Privately-owned manufacturing or industrial facilities;
4. Privately-owned offices;
5. Single family homes;
6. Privately-owned, non-mixed-use, multi-family housing properties;
7. Privately-owned residential portions of mixed-use properties;
8. EV charging stations that are not publicly accessible;
9. Any privately-owned, behind-the-meter energy generation and storage project that does not otherwise meet the definition of infrastructure.

The inclusion of the following types of funding, support, guarantee, or sponsorship in the funding stack of any Greenhouse Gas Reduction Fund project does not trigger BABA, in and of itself or in combination:

1. Low-Income Housing Tax Credit (LIHTC);
2. Fannie Mae and Freddie Mac Backed Multifamily Mortgages;
3. Federal Housing Administration Insured Multifamily Mortgages;
4. HUD Section 8 Funding;
5. Other Federal, State, Tribal, or Local Housing Assistance Funding Sources: in general, subsidies issued by federal, state, tribal, or local housing assistance funding sources that do not confer equity or ownership stakes for the governmental funding source do not trigger BABA applicability.

BABA applicability is assessed at the time of provision of Financial Assistance based on the terms, limitations, and requirements of the Financial Assistance. Applicability does not change retroactively based on a change of use (e.g., if a ground floor apartment is re-zoned for a restaurant). Recipients may not temporarily modify or mischaracterize usage to intentionally avoid BABA compliance.

If the Recipient encounters a situation that presents uncertainties regarding Build America, Buy America applicability under this Assistance Agreement, the Recipient must discuss the situation with the EPA Project Officer before authorizing work on the project.

N. Governance Requirements

The Recipient agrees to comply with the following governance requirements starting December 31, 2024. The governance requirements "flow-down" to Financial Assistance Subrecipients that have received in excess of \$10,000,000 in NCIF subgrants but not to other subrecipients. The governance requirements are waived for (i) any entity that has been determined by the U.S. Treasury's CDFI Fund to meet the CDFI certification requirements set forth in 12 CFR 1805.201 and (ii) any entity whose specific governance structure is set forth in State, Tribal, or local law.

The Recipient (or Subrecipient) may meet all or some of the governance requirements through the parent entity, provided the Recipient (or Subrecipient) is subject to the governance of the parent entity and the Recipient (or Subrecipient) is wholly-controlled by the parent entity. Similarly, the governance requirements may be waived for the Recipient (or Subrecipient) through the parent entity meeting the CDFI certification requirements set forth in 12 CFR 1805.201, provided the Recipient (or Subrecipient) is wholly-controlled by the parent entity.

1. Board Size and Composition

The Recipient agrees to ensure that its board size in terms of number of members (excluding advisory committees) is commensurate with the scope of oversight and monitoring activities as well as the scale, complexity, and risk profile of the Recipient's workplan in effect under this Assistance Agreement as well as other business activities. The board must have a sufficient number of members to adequately staff each of its committees.

The Recipient agrees to ensure that its board consists of members that are qualified with relevant expertise, skills, and track record as well as representative members (including from Low-income and Disadvantaged Communities).

2. Board Independence

The Recipient agrees to ensure that the majority of the board is independent, in accordance with the Internal Revenue Service's definition of "independent" for the purposes of Form 990 reporting.

3. Board Committees

The Recipient agrees to have the following board-level committees to oversee and monitor management, with each committee staffed by members qualified to execute the committee's objectives. While the Recipient need not adhere to the exact naming convention or structure in this term and condition, each of the responsibilities must be covered by board-level committees at all times during the Period of Performance; for the avoidance of doubt, one committee may perform the responsibilities of one or more of the committees specified below.

1. An investment or credit committee to oversee and approve investment or credit decisions;
2. A risk management committee to oversee the formulation and operationalization of the risk management framework;
3. An audit committee to oversee the integrity of reporting and internal controls and the performance of audit functions, with a majority independent members on such committee;
4. A nomination/governance committee to oversee nomination and succession of board and senior management, with a majority independent members on such committee; and
5. A compensation committee to oversee board as well as senior management and staff compensation, with a majority independent members on such committee.

Further, the Recipient agrees to act in good faith to ensure each committee obtains information from management, auditors, or other third-parties necessary to discharge their duties.

4. Board Policies and Procedures

The Recipient agrees to enforce board policies and procedures including, among others, those that ensure strong ethics and mitigate conflicts of interest; ensure appropriate board training to review and assess internal risk assessments for all of the organization's significant activities; and ensure regular board engagement, including frequency of meetings and attendance procedures.

The Recipient agrees to require recusals from any officers or members of the board of directors with a personal or organizational conflict of interest in the decision-making and management related to financial transactions under this award. Such recusals must include but not be limited to decision-making and management of Subawards, participant support cost payments, Acquisitions of Intangible Property to or from any organization in which an officer or member of the board of directors or their immediate family is directly employed by or has a consulting or other contractual relationship with, serves on the board, or is otherwise affiliated with the organization. The term "immediate family" has the same meaning as that term in the [EPA's Final Financial Assistance Conflict of Interest Policy](#).

O. Consumer Protection Requirements

The Recipient agrees to carry out the following consumer protection requirements to the extent that the Recipient directly interacts, transacts, or contracts with consumers in the provision of Financial Assistance to Qualified Projects:

1. Comply with the Equal Credit Opportunity Act, the Truth in Lending Act, the Consumer Financial Protection Act, and other federal consumer protection laws that apply;
2. Provide written disclosures to consumers containing information in clear and understandable language regarding purchasing, leasing, or financing as well as the costs associated with a consumer's transaction;
3. With regard to solar products or services, provide written disclosures on the impact of the solar project on the consumer's ability to sell or refinance their home and recording of any liens on the home; consumer rights; contact information for the solar project provider; and complaint procedures for the consumer if they have a problem with the solar project or sales process;
4. Require that all in-person and telephone marketing that directly interacts, transacts, or contracts with consumers be conducted in a language in which the consumer subject to the marketing is able to understand and communicate; and
5. Maintain a process for receiving, monitoring, and resolving consumer complaints, including ensuring that complaints are appropriately addressed and referring complaints, when necessary, to the appropriate government regulatory agency.

The Recipient agrees to monitor and oversee Subrecipients and contractors with respect to these consumer financial protection requirements to the extent that they directly interact, transact, or contract with consumers, in accordance with 2 CFR 200.332(e) and 2 CFR 200.318.

P. Financial Risk Management Requirements

1a. Cash Management Requirements: Advance Payments

The Recipient must deposit and maintain advance payments of Federal funds exclusively in insured accounts, in accordance with 2 CFR 200.305(b)(10). As provided in 2 CFR 200.1, an advance payment is "a payment that a Federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the recipient or subrecipient disburses the funds for program purposes." A Recipient drawing down funds from ASAP prior to disbursement for actual and allowable project costs constitutes an advance payment. Interest income earned on the advance payment from EPA to the Recipient prior to disbursement is subject to the requirements on interest earned within 2 CFR 200.305(b)(1) and 2 CFR 200.305(b)(12); consequently, such interest earned in excess of \$500 must be remitted annually to the Department of Health and Human Services Payment Management System.

1b. Cash Management Requirements: Program Income

The Recipient is authorized to maintain Program Income in two types of accounts:

1. Insured accounts, including in amounts in excess of the federal insurance limit of \$250,000.
2. Accounts where such income is used to purchase (i) U.S. Savings Bonds, U.S. Treasury Marketable Securities, and U.S. Agency Marketable Securities, provided the duration of such instruments is no longer than 90 calendar days (if purchased directly) and that such instruments are held-to-maturity (if purchased directly), or (ii) short-term money market funds consisting solely of the aforementioned investment instruments and offering daily investor redemptions. Note, the underlying instruments included in a short-term money market fund consisting solely of U.S. Savings Bonds, U.S. Treasury Marketable Securities, and U.S. Agency Marketable Securities and offering daily investor redemptions need not be of a particular duration or held-to-maturity.

Interest income and other returns earned on funds that have already been disbursed is considered additional Program Income consistent with 2 CFR 1500.8(d) and is not subject to the requirements on interest earned within 2 CFR 200.305(b)(11) and 2 CFR 200.305(b)(12).

2. Financial Health Metrics

The Recipient agrees to report the following financial health metrics at the entity-level on an annual basis in accordance with its fiscal year as well as on behalf of each Financial Assistance Subrecipient that receives in excess of \$10,000,000 in NCIF subgrants. The metrics are due to the EPA Project Officer within 30 calendar days after submission of the reporting entity's Single Audit to the Federal Audit Clearinghouse's Internet Data Entry System and may be submitted through the Organizational Disclosures form. The requirement for submission of financial health metrics is not applicable for any fiscal year in which the reporting entity did not meet the requirements of 2 CFR Subpart F—Audit Requirements. The first financial health metrics are due in 2025.

1. Net Asset Ratio: The net asset ratio is defined as net assets divided by total assets.
2. Current Ratio: The current ratio is defined as current assets divided by current liabilities, where

current assets is equal to the value of all assets that are reasonably expected to be converted into cash within the coming 12-month period in the normal course of business and current liabilities is equal to the total value of all debts or obligations that must be paid in the coming 12-month period.

3. **Delinquency Rate:** The delinquency rate is defined as the value of loans outstanding that are 90+ calendar days delinquent divided by the value of loans outstanding, where loans 90+ calendar days delinquent includes those with outstanding balances 90+ calendar days overdue and still accruing interest as well as those in nonaccrual status.

4. **Net Charge-Off Rate:** The net charge-off rate is defined as the value of loans charged-off over the past fiscal year, minus the value of loan recoveries over the past fiscal year, divided by the value of loans outstanding.

5. **Concentration:** The concentration of the portfolio, as demonstrated by calculating and reporting on recipient-level exposure, defined as on-balance sheet exposures to a single consolidated entity over all on-balance sheet exposures, for top ten highest exposures.

Note, the Delinquency Rate and Net Charge-Off Rate may exclude the value of loans which include an element of forgiveness, if and only if such forgiveness was established in the terms governing the financial product at origination.

The EPA Project Officer will consider Recipient and, where applicable, Subrecipient performance against these financial health metrics only to the extent by which they materially impair the Recipient's ability to execute the workplan in effect under this Assistance Agreement when assessing whether the Recipient is making sufficient progress in implementing the workplan in effect under this Assistance Agreement, as specified in the Sufficient Progress clause under the Clarifications to EPA General Terms and Conditions Programmatic Term and Condition.

3. Climate-Related Financial Risks

The Recipient agrees to comply with Executive Order 11988 (Floodplain Management). This may include accounting for and evaluating practicable alternatives or other mitigation related to ameliorating flood risks and protecting flood plains as part of its financial risk management policies and procedures.

The Recipient agrees to comply with Executive Order 14030 (Climate-Related Financial Risk). This may include accounting for climate-related financial risks—including physical and transition risks—in its financial risk management policies and procedures.

4. Additional Requirements

The Recipient agrees to not subordinate EPA's interest in grant funds that have not yet been used for program purposes in a manner that waives EPA's claim for compensation under any applicable statutory claims, 2 CFR Part 200, or common law. Once a Recipient uses grant funds for program purposes and incurs a financial obligation, as defined under 2 CFR 200.1, EPA will only seek claims on those funds in the event that they were used for costs that do not comply with the terms and conditions of the Award Agreement or if there is adequate evidence of Waste, Fraud, or Abuse, prompting adverse action by EPA per 2 CFR 200.339. This does not prohibit the use of subordinated debt as a form of Financial Assistance.

The Recipient agrees to provide Financial Assistance Subrecipients with training and technical assistance on program-related matters, including on prudent financial risk management practices, in accordance with 2 CFR 200.332(f).

Q. Historic Preservation

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all Federal agencies to consider the effects of their undertakings, including the act of awarding a grant, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The Recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties can include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The Recipient should work with their Project Officer to ensure that Subrecipients are available to work with EPA on any required consultation process with the State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO) prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

Archaeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The Recipient must ensure that Subrecipients performing construction projects are aware of this requirement, and the Recipient must notify EPA if the AHPA is triggered.

R. Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) applies to acquisitions of property and displacements of individuals and businesses that result from federally assisted programs. The URA and Federal Highway Administration's implementing regulations at 49 CFR Part 24 require the Recipient to follow certain procedures for acquiring property for purposes under the federal award, such as notice, negotiation, and appraisal requirements. The statute and regulations also contain requirements for carrying out relocations of displaced persons and businesses, such as reimbursement requirements for moving expenses and standards for replacement housing. The Recipient must comply with, and ensure Subrecipients comply with, the URA and 49 CFR Part 34 if an EPA-funded acquisition of property results in permanent displacement of individuals or businesses. Note that although the URA does not apply to temporary displacement of residents, the cost for temporary relocation of residents may be an allowable cost under the "necessary and reasonable for the performance of the Federal award" provision of 2 CFR 200.403(a). The Recipient must obtain prior approval of the EPA Project Officer and EPA Award Official for the allowability of costs for temporary relocation of residents.

S. Remedies for Non-Compliance

The Recipient agrees to comply with the terms and conditions of the Award Agreement. Should the Recipient fail to adhere to the terms and conditions of the Award Agreement, the EPA may impose additional conditions as set forth in 2 CFR 200.208. If the EPA determines that noncompliance cannot be remedied by imposing additional conditions, the EPA may seek remedies under 2 CFR 200.339 up to and including termination and the recovery of unallowable costs as provided in 2 CFR 200.343. As specified in 2 CFR 200.343, which will remain in effect throughout the term of this award, costs during suspension or after termination are allowable if (a) the costs result from financial obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it, and (b) the costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

The Recipient agrees to comply with the statutory requirements of Section 134 of the Clean Air Act. Should the Recipient violate the statutory requirements of Section 134 by failing to use grant funds in accordance with Section 134 or by failing to ensure that the activities of Subrecipients are in accordance with Section 134, EPA may seek remedies under Section 113, which may subject the Recipient to civil administrative penalties through an EPA administrative enforcement action, civil penalties and/or injunctive relief through a civil judicial enforcement action by the U.S. Department of Justice (DOJ), or criminal penalties through a DOJ criminal judicial enforcement action.

Notwithstanding any other provision of this Award Agreement, EPA will not determine that Recipient has failed to comply with the terms and conditions of the Award Agreement, without providing a reasonable opportunity to remedy under 2 CFR 200.208, for good faith efforts to comply with the Performance Reporting National Programmatic Term and Condition, Additional Programmatic Terms and Conditions regarding Build America, Buy America or Labor and Equitable Workforce Development Requirements, requirements for Subrecipient oversight, or to obligate or expend funds for allowable activities.

T. Clarifications to EPA General Terms and Conditions

EPA agrees to make the following clarifications to the EPA General Terms and Conditions. These clarifications expand on, rather than replace or modify, the EPA General Terms and Conditions. The Recipient agrees to comply with these Clarifications.

1. Indirect Cost Rate

The Recipient must exclude costs for acquisitions of Intangible Property from any calculations of modified total direct costs (MTDC) as defined in 2 CFR 200.1. Intangible Property is not a "service" and therefore is not included in MTDC. The Recipient should note that Subrecipients that receive loans cannot charge an indirect cost rate against their loans and that entities that receive Participant Support Costs cannot charge an indirect cost rate against their participant support cost payments.

Modified total direct costs (MTDC), as defined in 2 CFR 200.1, means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each Subaward (regardless of the period of performance of the Subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, Participant Support Costs and the portion of each Subaward in excess of \$50,000.

In the event that the Recipient is compensating an affiliated entity for its direct and indirect costs related to use of employees, the Recipient must not charge its indirect cost rate against any of these costs.

Notwithstanding the General Term and Condition "Indirect Cost Rate Agreements," the Recipient may claim up to a 15% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f).

2. Sufficient Progress

The EPA Project Officer may assess whether the Recipient is making sufficient progress in implementing the workplan in effect under this Assistance Agreement under this Assistance Agreement within 90 calendar days of June 30, 2025 as well as within 90 calendar days of June 30 of each year thereafter during the Period of Performance. "Sufficient progress" shall be assessed based on a comparison of the Recipient's planned versus actual expenditures as well as planned versus actual outputs/outcomes. As noted under the Financial Risk Management Programmatic Term and Condition, the Recipient's financial health, as measured by the required Financial Health Metrics, are also an input in this process. This term and condition "flows down" to Subrecipients, with the Recipient required to assess whether each Subrecipient is making sufficient progress in implementing the workplan under its Subaward Agreement; the Recipient may increase the frequency and scope of the review of sufficient progress of Subrecipients, in accordance with 2 CFR 200.332. *Requirements for Pass-Through Entities.*

If the EPA Project Officer determines that the Recipient has not made sufficient progress in implementing its workplan in effect under this Assistance Agreement, the Recipient, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer pursuant to 2 CFR 200.208.

EPA will not find that the Recipient has failed to make sufficient progress in implementing its workplan in effect under this Assistance Agreement based on shifts between types of Financial Assistance and/or Qualified Projects over the Period of Performance (or other shifts in portfolio allocation, such as by region or market segment, over the Period of Performance). If EPA finds the Recipient has failed to achieve sufficient progress on deployment of Financial Assistance to Qualified Projects in general, or is achieving progress at a slower rate than projected under the workplan in effect under this Assistance Agreement, the Recipient will have an opportunity to implement a corrective action plan pursuant to 2 CFR 200.208.

4. Termination

EPA maintains the right to terminate the Assistance Agreement only as specified in 2 CFR 200.339 and the version of 2 CFR 200.340 effective as of October 1, 2024, when the noncompliance with the terms and conditions is substantial such that effective performance of the Assistance Agreement is materially impaired or there is adequate evidence of Waste, Fraud, or Abuse or material misrepresentation of eligibility status, prompting adverse action by EPA per 2 CFR 200.339, through either a partial or full termination. If EPA partially or fully terminates the Assistance Agreement, EPA must (1) de-obligate uncommitted funds and re-obligate them to another Eligible Recipient selected under Funding Opportunity Number 66.957 (NCIF) to effectuate the objectives of Section 134 of the Clean Air Act, 42 USC § 7434a within 90 days of the de-obligation and (2) amend the Recipient's Assistance Agreement to reflect the reduced amount, based on the de-obligation. In accordance with 2 CFR 200.341, EPA will provide the Recipient notice of termination. If an Eligible Recipient has assumed a legal obligation properly incurred for an allowable activity entered into by a suspended or terminated Recipient, EPA will

re-obligate funds to the Eligible Recipient to satisfy the legal obligation and accept an amended workplan and budget to that effect.

U. Period of Performance

The Period of Performance under this Award Agreement will end on the date specified in the Notice of Award. However, the Period of Performance may end prior to the date specified in the Notice of Award if all required work of the Federal award has been completed, in accordance with 2 CFR 200.344. In accordance with 2 CFR 200.344(b), the Recipient agrees to liquidate all financial obligations incurred under the award no later than 120 calendar days after the end date of the Period of Performance. In this context, to “liquidate all financial obligations” means to pay outstanding bills, such as the payment of staff salaries accrued during the Period of Performance but for which the due date falls after the end date of the Period of Performance. To “liquidate all financial obligations” does not mean to liquidate, terminate, or accelerate outstanding obligations related to the provision of Financial Assistance to Qualified Projects at the end of the Period of Performance, which would continue to be subject to the Closeout Agreement.

The Recipient should note that the Recipient will not be considered to have met the requirements for closeout under its award under 2 CFR 200.344 so long as any Subrecipient has not met the requirements for closeout under its subaward under 2 CFR 200.344.

Notwithstanding the Extension of Project/Budget Period Expiration Date General Term and Condition, in accordance with 2 CFR 200.308(g)(2), the Recipient is authorized to initiate a one-time extension of the Period of Performance by up to 12 months without prior EPA approval, provided that the extension complies with the requirements 2 CFR 200.308(g)(2). In accordance with 2 CFR 200.308(g)(2), the Recipient must “notify the Federal agency in writing with the supporting justification and a revised period of performance at least 10 calendar days before the conclusion of the period of performance.”

V. Closeout Agreement

As provided at 2 CFR 200.307(c) and 2 CFR 1500.8(d), after the end of the Period of Performance of the Assistance Agreement, the Recipient may keep and use Program Income remaining at the end of the Assistance Agreement and use Post-Closeout Program Income in accordance with this term and condition. The Closeout Agreement goes into effect for this Assistance Agreement the earlier of 1) the day after the Assistance Agreement Period of Performance ends, 2) the first date when all required work of the Federal award has been completed in accordance with 2 CFR 200.344 and the Recipient has met the requirements for closeout (including but not limited to submitting the final report as specified in the Performance Reporting Programmatic Term and Condition) or 3) an alternative date that is mutually agreed by the Recipient and the EPA Grants Management Officer or Award Official.

In accordance with 2 CFR 200.344, EPA will proceed to closeout the Award Agreement and enter the Closeout Period even if the Recipient has not met the requirements for closeout (including but not limited to submitting the final report as specified in the Performance Reporting Programmatic Term and Condition). As provided in 2 CFR 200.344: “When the recipient or subrecipient fails to complete the necessary administrative actions or the required work for an award, the Federal agency or pass-through entity must proceed with closeout based on the information available.” This Closeout Agreement is therefore self-executing.

This term and condition is the entire Closeout Agreement between the EPA and the Recipient. If any provisions of this Closeout Agreement are invalidated by a court of law, the parties shall remain bound to comply with the provisions of this Closeout Agreement that have not been invalidated. The Closeout Agreement will be interpreted and, if necessary, enforced under Federal law and regulations. The Recipient shall comply with the requirements specified below as part of the Closeout Agreement. Definitions within 2 CFR 200.1, including as supplemented through *i. Definitions* of this award agreement, apply identically to how they do under the Period of Performance, unless otherwise noted.

As specified in the Flow-Down Requirements Programmatic Term and Condition, the Closeout Agreement Programmatic Term and Condition flows down to Subrecipients such that the Recipient must enter into a corresponding Closeout Agreement with any Subrecipient that has Program Income or anticipates generating Post-Closeout Program Income at the end of the Subrecipient’s Period of Performance.

1. Allowable Activities

The Recipient shall use Post-Closeout Program Income in accordance with the Allowable and Unallowable Activities Programmatic Term and Condition, as applicable.

2. Reporting Requirements

After the Closeout Agreement becomes effective, the Recipient shall disclose annual reports publicly, as described in the Performance Reporting Programmatic Term and Condition, rather than meeting the reporting requirements described in the Performance Reporting Programmatic Term and Condition.

3. LIDAC Expenditure Requirements

The Recipient shall expend 40% of Post-Closeout Program Income for the purposes of providing Financial Assistance in Low-Income and Disadvantaged Communities and comply with this requirement in accordance with the LIDAC Expenditure Requirement Programmatic Term and Condition, as applicable. Funds used for the purposes of providing Financial Assistance may include Financial Assistance to Qualified Projects; Predevelopment Activities; Market-Building Activities; and Program Administration Activities. This requirement applies to the entire award provided to the Recipient but does not “flow down” to each Subrecipient.

4. Cash Management Requirements

The Recipient must maintain Post-Closeout Program Income in accordance with the Cash Management Requirements in the Financial Risk Management Requirements Programmatic Term and Condition, as applicable. However, the Recipient may submit a Cash Management Policy for review and approval by the EPA Project Officer, which can authorize the Recipient to deviate from the aforementioned Cash Management Requirements.

5. Financial Health Metrics

After the Closeout Agreement becomes effective, the Recipient agrees to report financial health metrics in accordance with the Financial Health Metrics in the Financial Risk Management Requirements Programmatic Term and Condition (on behalf of the Recipient as well as any Financial Assistance Subrecipient that has received in excess of \$10,000,000 in NCIF subgrants) publicly, rather than disclosing the metrics to EPA, as applicable. The requirement for submission of financial health metrics is not applicable for any fiscal year in which the reporting entity did not meet the requirements of 2 CFR Subpart F—Audit Requirements. The Recipient agrees to add the following two financial health metrics as part of the financial health metrics for the Closeout Period:

1. **Self-Sufficiency Ratio:** The self-sufficiency ratio is defined as earned revenue divided by operating expenses, where earned revenue is equal to the value of all income earned from normal business transactions and operating expenses is equal to the value of all expenses incurred as a part of normal business operations over the prior 12-month period, not including interest, financing, depreciation, amortization, and loan loss provision expense.
2. **Operating Cash Ratio:** The operating cash ratio is defined as cash and cash equivalents divided by operating expenses, where cash and cash equivalents is equal to the total value of all cash and cash equivalent items that can be converted into cash immediately and operating expenses is equal to the value of all expenses incurred as a part of normal business operations over the prior 12-month period, not including interest, financing, depreciation, amortization, and loan loss provision expense.

6. Conflicts of Interest

The Recipient agrees to comply with the conflict of interest requirements described in the Conflicts of Interest Programmatic Term and Condition through September 30, 2031.

7. Remedies for Non-Compliance

The Recipient agrees to identical remedies for non-compliance that are specified in the Remedies for Non-Compliance Programmatic Term and Condition, as applicable. During the Closeout Period, the workplan and budget submitted for the Period of Performance are no longer applicable.

8. Suspension and Debarment

The Recipient agrees to ensure that Post-Closeout Program Income is not transferred to entities that are currently suspended, debarred, or otherwise declared ineligible under 2 CFR Part 180. The Recipient can maintain compliance with this requirement through either (1) checking the System for Award Management (for Subrecipients, Contractors, or Program Beneficiaries) or (2) obtaining eligibility certifications from counterparties (for Program Beneficiaries). The Recipient may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM> to determine whether an entity is presently excluded or disqualified.

9. Non-Discrimination

The Recipient must use Post-Closeout Program Income in compliance with EPA regulations at 40 CFR Part 7 regarding non-discrimination in EPA-funded programs, as applicable.

Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. The Recipient agrees to comply with these laws, prohibiting discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA's regulations on "Non-discrimination in Programs receiving Federal Assistance from the Environmental Protection Agency" in 40 CFR Part 5 and 40 CFR Part 7, the Recipient agrees, and will require all Subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

Executive Order 11246 Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, the Recipient will ensure that Subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as

"any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to Real Property." Contracts less than \$10,000 are exempt from the requirements of the Order.

10. Record-Keeping

In accordance with 2 CFR 200.334(e), the Recipient shall maintain appropriate records to document compliance with the requirements of the Closeout Agreement (i.e., records relating to the use of Post-Closeout Program Income) for a three-year period following the end of the Closeout Agreement, unless one of the conditions specified in the regulation applies. Note that this requirement applies if and when the Closeout Agreement is terminated, in accordance with *Item 14. Termination of the Closeout Agreement*. EPA may obtain access to these records to verify that Post-Closeout Program Income has been used in accordance with the terms and conditions of this Closeout Agreement. Records and documents relating solely to performing the grant agreement prior to closeout may be disposed of in accordance with 2 CFR 200.334.

Additionally, the Recipient must maintain adequate accounting records for how Post-Closeout Program Income is managed and spent as well as all other appropriate records and documents related to the activities conducted using Program Income.

The Recipient agrees to ensure that Subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. The Recipient may use the terms of its Subaward Agreements or other effective means to meet its responsibilities.

11. Other Federal Requirements

The following other federal requirements apply to the use of Post-Closeout Program Income under the Closeout Period to the same extent they do under the terms of the Performance Period:

- Davis-Bacon and Related Acts, as specified in the Labor and Equitable Workforce Development Requirements Programmatic Term and Condition;
- Build America, Buy America Act, as specified in the Build America, Buy America Act Programmatic Term and Condition; and
- National Historic Preservation Act, as specified in the Historic Preservation Programmatic Term and Condition.

No other federal requirements apply to the use of Post-Closeout Program Income under the terms of this Closeout Agreement, other than those specified in this Closeout Agreement.

12. Audit Requirements

The Recipient agrees to meet the requirements of 2 CFR Subpart F—Audit Requirements during the Closeout Period, as activities related to the Federal award referenced in 2 CFR 200.502(a) include activities during the Closeout Period.

Through September 30, 2031, the Recipient agrees to notify the EPA Project Officer within 30 calendar days of the submission of the Recipient's Single Audit to the Federal Audit Clearinghouse's Internet Data Entry System. This requirement "flows-down" to each Subrecipient in that the Recipient must also notify the EPA Project Officer within 30 calendar days of the Subrecipient's Single Audit to the Federal Audit Clearinghouse's Internet Data Entry System.

13. Amendments to the Closeout Agreement

The EPA Award Official or Grants Management Officer and the Recipient must agree to any modifications to the terms and conditions of this Closeout Agreement. Agreed-upon modifications must be in writing. Oral or unilateral modifications shall not be effective or binding.

14. Termination of the Closeout Agreement

The Closeout Agreement terminates when either of the following situations occur: (1) the Recipient holds a de minimis amount of Post-Closeout Program Income and does not anticipate generating more than a de minimis amount of additional Post-Closeout Program Income or (2) the Recipient and the EPA Award Official or Grants Management Officer mutually agree to terminate the Closeout Agreement, with the Recipient remitting current and future Post-Closeout Program Income to the federal government.

The ability to terminate the Closeout Agreement flows down to Subrecipients, as a Closeout Agreement between the Recipient and Subrecipient terminates when either (1) the Subrecipient holds a de minimis amount of Post-Closeout Program Income and does not anticipate generating more than a de minimis amount of additional Post-Closeout Program Income or (2) the Subrecipient and the Recipient mutually agree to terminate the Closeout Agreement, with the Subrecipient remitting current and future Post-Closeout Program Income to the Recipient.

The de minimis amount must be agreed-upon in writing by the Recipient and the Director of the Office of the Greenhouse Gas Reduction Fund (or equivalent), prior to the Recipient using the “de minimis” criteria to terminate the Closeout Agreement.

15. Points of Contact

The points of contact for the Closeout Agreement are the EPA Project Officer (for the EPA) and the Authorized Representative on the EPA Key Contacts Form most recently submitted to the EPA Project Officer (for the Recipient). If changes are made to these points of contact, the respective party must notify the other within 30 calendar days of the planned change.

W. Legal Counsel

The Recipient agrees to appoint appropriate legal counsel if counsel is not already available.

X. Accounting Principles

The Recipient must account for all award funds in accordance with Generally Accepted Accounting Principles (GAAP) as in effect in the United States.

The Recipient must segregate and account for the award funds separately from all other program and business accounts. Additionally, the Recipient must segregate and account for Program Income separately from all other program and business accounts.

Y. Internal Controls

The Recipient must comply with standards for internal controls described at 2 CFR 200.303. The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at [https://www.gao.gov/assets/gao-14-704.pdf](https://www.gao.gov/assets/gao-14-704/gao-14-704.pdf).

Z. Audits

The Recipient agrees to meet the requirements of 2 CFR Subpart F—Audit Requirements during the Period of Performance, as described in the Audit Requirements General Term and Condition.

Additionally, in accordance with 2 CFR 200.332 and 2 CFR 200.501(i), the Recipient agrees to disclose directly to the EPA Project Officer audited financial statements from any for-profit Subrecipient that expends \$1,000,000 or more of EPA funds from the Recipient’s grant program in the Subrecipient’s fiscal year. Any for-profit Subrecipient that must disclose such financial statements is required to select an independent auditor consistent with the criteria set forth in 2 CFR 200.509 and obtain an independent audit substantially similar in scope and quality to that of the Single Audit (see 2 CFR 200.500 et. seq.). The Subrecipient must submit the audit to the Recipient within 9 months of the end of the Recipient’s fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier.

The Recipient agrees to notify the EPA Project Officer within 30 calendar days of the submission of the Recipient’s Single Audit to the Federal Audit Clearinghouse’s Internet Data Entry System. This requirement “flows-down” to each Subrecipient in that the Recipient must also notify the EPA Project Officer within 30 calendar days of the Subrecipient’s Single Audit to the Federal Audit Clearinghouse’s Internet Data Entry System.

AA. EPA Project Officer Oversight and Monitoring

Pursuant to 2 CFR 200.206(b) and (c), 2 CFR 200.208(b)(1), and 2 CFR 200.208(c)(3)(4) and (6), EPA has determined that specific conditions are necessary to ensure that the National Clean Investment Fund program is effectively carried out by Eligible Recipients that have not previously managed grants with the same scale and complexity of this agreement. These specific conditions will remain in effect throughout the Period of Performance unless the EPA Award Official determines, based on a request by the Recipient or EPA Project Officer, that some or all of the specific conditions are no longer necessary for EPA to manage programmatic or financial risks.

The EPA Project Officer, or other EPA staff designated by the EPA Project Officer or Division Director of the National Clean Investment Fund, will oversee and monitor the grant agreement through activities, if determined necessary, including:

1. Upon request, requiring the Recipient to participate in an annual workshop (i.e., one workshop per calendar year) with other Recipients under the National Clean Investment Fund and/or Clean Communities Investment Accelerator; the EPA Project Officer will contact the Recipient to finalize details for each annual workshop.
2. Participating in project activities, to the extent permissible under EPA policies, such as: consultation on effective methods of carrying out the workplan, provided the Recipient makes the final decision on how to perform authorized activities; coordination by EPA staff with other Recipients under the Greenhouse Gas Reduction Fund and with other EPA programs; and coordination by EPA staff with other federal programs to avoid duplication of effort;
3. Closely monitoring the Recipient’s management and oversight of Subrecipients and procedures for ensuring that Program Beneficiaries adhere to program participation guidelines;
4. Closely monitoring the Recipient’s performance to verify compliance with the workplan in effect under this Assistance Agreement and achievement of environmental results;

5. Participating in periodic telephone conference calls with Recipient personnel to discuss project successes and challenges as well as similar items impacting program performance;
6. Reviewing and commenting on performance reports prepared under the Award Agreement. Note that the final decision on the content of performance reports rests with the Recipient;
7. Verifying that the Recipient is expending the award on allowable activities, including but not limited to reviewing a sample of Financial Assistance transactions to verify compliance with regulatory requirements and the terms and conditions of the Award Agreement; and
8. Periodically reviewing costs incurred by the Recipient as well as its contractors and Subrecipients if needed to ensure appropriate expenditure of grant funds. Note that Recipients are not required to submit documentation of costs incurred before obtaining payments of grant funds.

Subject to approval by the EPA Award Official, the EPA Project Officer and the Recipient may mutually agree to additional areas of oversight and monitoring.

Method for Reconsideration. If the Recipient believes that one or more of these specific conditions are not warranted or requires modification, the Recipient must file a written objection naming the specific condition(s) within 21 calendar days of the EPA award or amendment mailing date and must not draw down funds until the objection is resolved. The Recipient must submit the written objection via email to the Award Official, Grant Specialist, and Project Officer identified in the Notice of Award.

AB. Compliant URL Links

The EPA may elect to develop informational materials to publicize the key characteristics of the Recipient's GGRF award. These materials may include links to Recipient and/or Subrecipients' websites. The Recipient agrees to work with the EPA Project Officer or another member of GGRF program staff to ensure any such links are compliant with pertinent EPA and government-wide standards.

AC. Conflicts of Interest

The Recipient must comply with requirements on transfers of funds that create actual and potential conflicts of interest, as specified in this term and condition. Transfers of funds include Subawards, Contracts (including but not limited to Acquisitions of Intangible Property), and Participant Support Costs. The definitions in the [EPA's Financial Assistance Conflict of Interest Policy](#) (COI Policy) apply to this term and condition.

There are three categories of transfers of funds, with the requirements differing by each category (as specified in this term and condition):

1. **Transfers with Affiliated Entities:** Subawards, Contracts, and Participant Support Costs to Affiliated Entities or co-invested in projects with Affiliated Entities. An Affiliated Entity is any entity that is related to the Recipient in accordance with the indicia of control described in 2 CFR 180.905.
2. **Financial Assistance to Qualified Projects:** Subawards, Contracts (in the form of Acquisitions of Intangible Property), and Participant Support Costs as forms of Financial Assistance to Qualified Projects, unless such transfers are with Affiliated Entities. These transfers are not within the scope of the COI Policy, which states that "subawards in the form of loans, loan guarantees, interest subsidies and principal forgiveness, purchases of insurance or similar transactions

entered into with borrowers by recipients of revolving loan fund capitalization grants or other EPA financial assistance agreements where Agency funds may be used for lending activities." **3. Subgrants and Contracts:** Subgrants and Contracts (other than Acquisitions of Intangible Property), unless such transfers are with Affiliated Entities.

Note that all Contracts (including Acquisitions of Intangible Property) must also comply with the conflict of interest standards in 2 CFR 200.318(c).

1. Transfers with Affiliated Entities

Prior Approval of COI Mitigation Plan
The Recipient must not transfer funds with Affiliated Entities unless those transfers have been included in an EPA-approved COI Mitigation Plan on Transfers of Funds with Affiliated Entities. The Recipient agrees to seek prior EPA approval for changes to the COI Mitigation Plan on Transfers of Funds with Affiliated Entities.

Quarterly Disclosure Requirement

The Recipient agrees to disclose, on a quarterly basis, a list of newly originated transfers of funds with Affiliated Entities that are within the scope of its EPA-approved COI Mitigation Plan on Transfers of Funds with Affiliated Entities. Each quarterly disclosure must include (1) a list of such transfers of funds made over the quarter and (2) steps taken to eliminate, neutralize or mitigate any conflicts of interest, in accordance with the EPA-approved COI Mitigation Plan on Transfers of Funds with Affiliated Entities. The Recipient must disclose its own transfers as well as transfers made by Subrecipients.

The quarterly periods for such disclosures are defined as follows: April 1 to June 30; July 1 to September 30; October 1 to December 31; and January 1 to March 31. The Recipient must make the disclosures to the EPA Project Officer within 30 calendar days of the end of the quarterly period.

Project Officer Review

In accordance with 2 CFR 200.337, the EPA Project Officer may access records relating to a subset of transactions disclosed to review for compliance with the Recipient's EPA-approved COI Mitigation Plan on Transfers of Funds with Affiliated Entities as well as this term and condition. The EPA Project Officer will not approve transfers of funds in advance but rather will review transfers of funds that have already occurred for compliance.

Waivers and Modifications

EPA agrees that, for transfers of funds with Affiliated Entities, the requirements of this term and condition apply in lieu of the requirements of the Disclosing Conflict of Interest General Term and Condition.

On a case-by-cases basis, the EPA Project Officer may extend the due date for disclosures on transfers of funds with Affiliated Entities. On a case-by-case basis, the EPA Project Officer may waive or modify the disclosure requirements on transfers of funds with Affiliated Entities.

2. Financial Assistance to Qualified Projects

Quarterly Disclosure Requirement

The Recipient agrees to disclose, on a quarterly basis, a list of transfers of funds as Financial Assistance to Qualified Projects with actual and potential conflicts of interest. Each quarterly disclosure must include (1) a list of such transfers of funds made over the quarter and (2) steps taken to taken to eliminate, neutralize or mitigate any conflicts of interest, in accordance with any EPA-approved documents related to eliminating, neutralizing, and mitigating conflicts of interest. The Recipient must disclose its own transfers as well as transfers made by Subrecipients.

The quarterly periods for such disclosures are defined as follows: April 1 to June 30; July 1 to September 30; October 1 to December 31; and January 1 to March 31. The Recipient must make the disclosures to the EPA Project Officer within 30 calendar days of the end of the quarterly period.

Project Officer Review

In accordance with 2 CFR 200.337, the EPA Project Officer may access records relating to a subset of transactions disclosed to review for compliance with the Recipient's EPA-approved documents related to eliminating, neutralizing, and mitigating conflicts of interest as well as this term and condition. The EPA Project Officer will not approve transfers of funds in advance but rather will review transfers of funds that have already occurred for compliance.

Waivers and Modifications

On a case-by-cases basis, the EPA Project Officer may extend the due date for disclosures on transfers of funds as Financial Assistance to Qualified Projects. On a case-by-case basis, the EPA Project Officer may waive or modify the disclosure requirements on transfers of funds as Financial Assistance to Qualified Projects.

3. Subgrants and Contracts

The Recipient agrees to comply with the Disclosing Conflict of Interest General Term and Condition for Subgrants and Contracts (excluding Acquisitions of Intangible Property), unless such transfers are with Affiliated Entities. If such transfers are with Affiliated Entities, then the Recipient is required to include them in the process specified in 1. *Transfers with Affiliated Entities*.

AD. Prior Approvals

EPA will only have authority to review and approve revisions to the Recipient's workplan in effect under this Assistance Agreement, budget, and other documents if authorized by 2 CFR 200.308 or 2 CFR 200.208. The Recipient must contact the EPA Project Officer when the EPA has prior approval authority specified below. Approval will not be unreasonably withheld. Denial of a request for prior approval will be provided in writing, with an explanation of the rationale.

Workplan

For the purposes of this Award Agreement, EPA interprets 2 CFR 200.308(c)(1) to enable the Recipient to revise the activities specified in its workplan in effect under this Assistance Agreement without prior EPA approval, provided the activities still comply with the terms and conditions of the Award Agreement. The allowable and allocable grant costs are narrowly defined, pursuant to the terms and conditions of the Award Agreement; in accordance with 2 CFR 200.308(c)(1), any changes to the workplan in effect under this Assistance Agreement that comply with the statute as well as the terms and conditions would not be a "change in the scope or objective of the project or program." Therefore, so long as the Recipient is updating its workplan in effect under this Assistance Agreement with the revised activities in accordance with the terms and conditions of the Award Agreement, EPA will not require prior approval.

Budget

For the purposes of this Award Agreement, EPA implements 2 CFR 200.308(i)(2) in accordance with Item 1 of the Transfer of Funds General Term and Condition to enable the Recipient to revise the EPA-approved budget included in its Award Agreement without prior EPA approval, provided the cumulative funding transfers among Object Class Categories (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Construction, Other, Indirect) do not exceed 10% of the total budget approved at time of award. Therefore, so long as the Recipient is updating its EPA-approved budget by transferring funds by less than or equal to these amounts, EPA will not require prior approval.

However, notwithstanding the requirements of 2 CFR 200.308(i)(2), if the Recipient seeks to transfer any amount of funds budgeted for Participant Support Costs to other budget categories, then it must seek prior approval pursuant to 2 CFR 200.308(f)(5).

Transfers of Funds

2 CFR 200.308(f)(6) requires the Recipient to obtain prior agency approval for "Subaward activities not proposed in the application and approved in the Federal award." If the types of activities are described in the workplan in effect under this Assistance Agreement (including types of transfers to be conducted through Subawards, Participant Support Costs, Acquisitions of Intangible Property, and other Contracts as defined in 2 CFR 200.1), then EPA has provided the necessary prior agency approval for the purposes of 2 CFR 200.308(f)(6). Approval for the purposes of this regulation does not mean that such transfers of funds are compliant with the statutes, regulations, and terms and conditions.

Changes in Key Personnel

2 CFR 200.308(f)(2) requires the Recipient to obtain prior agency approval for a "[c]hange in key personnel (including employees and contractors) that are identified by name or position in the Federal Award;" if the Recipient is seeking to add or replace a "key person," as defined by members of the board of directors and Senior Management whose roles are specified in the most recently submitted Organizational Plan, then the Recipient must obtain prior EPA approval of the qualifications of the key person.

The Recipient must request prior agency approval for an addition or replacement of a "key person" via email through the EPA Project Officer, who will have 8 calendar days to communicate EPA's disapproval of their qualifications via email, along with an accompanying justification. If 8 calendar days have passed without notification of EPA disapproval of the key person's qualifications pursuant to 2 CFR 200.308(c)(2), the Recipient is authorized to change the "key person." Once the change is effective, the Recipient must submit an updated Organizational Plan to the EPA Project Officer.

AE. Flow-Down Requirements

As described in 2 CFR 200.101(b)(1), the terms and conditions of Federal awards flow down to Subawards unless a particular section of 2 CFR 200.101 or the terms and conditions of the Federal award specifically indicate otherwise. As required by 2 CFR 200.332(b), the Recipient agrees to ensure that Subrecipients are aware of the requirements that apply to the Subrecipient.

For the purposes of this Award Agreement, all terms and conditions must flow down to Subawards to the extent they are applicable. The EPA Project Officer is authorized to waive the applicability of

programmatic terms and conditions to Subawards, unless the term and condition implements statutory, regulatory, or executive order requirements.

AF. Resolution of Disputes Termination Provision

The Recipient is precluded from drawing down more than 78.46% of the Total Approved Assistance Amount until this condition is removed, which will occur when: a) the EPA Award Official, at the direction of the Grants Competition Disputes Decision Official (GCDDO), provides written confirmation that all administrative disputes under the National Clean Investment Fund and the Clean Communities Investment Accelerator are resolved in accordance with the dispute resolution procedures in Appendix A of the EPA Order 5700: Policy for Competition of Assistance Agreements; or b) the administrative disputes are withdrawn, abandoned or dismissed; or c) December 31, 2024, whichever is sooner.

If EPA does need to alter the Selection Official's selection and partial funding decisions for this agreement based on a GCDDO determination the EPA Award Official will partially terminate this assistance agreement, de-obligate a portion of the funds that have been obligated and use the de-obligated funds to satisfy the terms of a GCDDO remedy benefiting another entity. The Recipient will then provide an updated workplan and budget information, as needed, to amend the agreement.

For the purposes of this term and condition, EPA's partial termination may apply not just to obligated funds that have not been drawn down from ASAP but also to Program Income that has been generated and retained by the Recipient under 2 CFR 1500.8(d) and the Program Income Programmatic Term and Condition of this agreement. In accordance with 2 CFR 200.307(e)(1), EPA may require that the amount of funds committed by EPA to the Recipient be reduced by all or some of the Program Income that has been generated by the Recipient.

AG. Deposit Account at Financial Agent

A depository institution has been designated as a financial agent of the United States (the Financial Agent) for the Greenhouse Gas Reduction Fund. The Recipient is required to set up and utilize an Account or Accounts at the Financial Agent in accordance with the Financial Agent Terms and Conditions (Section V) included in this Assistance Agreement.

AH. Interim SF-425 Requirement

The Recipient must submit an SF-425 within 30 calendar days of receiving access to an Account or Accounts at the Financial Agent, with the SF-425 covering all activities supported by funds drawn from ASAP and disbursed for actual and allowable costs, other than funds disbursed into the Account or Accounts at the Financial Agent.

AI. Amendments to Award Agreement

The EPA Award Official or Grants Management Officer and the Recipient must agree to any modifications to the terms and conditions of this Award Agreement. Agreed-upon modifications must be in writing. Oral or unilateral modifications shall not be effective or binding.

AJ. Preservation of Guidance and Data

Any statutes, regulations, agency documents, policies, and guidance (including FAQs and EPA's Implementation Framework for the Greenhouse Gas Reduction Fund), or executive orders referenced herein are incorporated by reference into the Award Agreement as of the effective date of this amended Award Agreement. These incorporated documents will be controlling on Recipient and Subrecipients in the event such documents are deleted, repealed, rescinded, or replaced unless a statute provides otherwise. This includes, but is not limited to, the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Title 2 CFR Part 200 effective October 1, 2024, and the EPA General Terms and Conditions effective October 1, 2024.

This provision cannot be changed without the consent of the Recipient.

IV. ADMINISTRATIVE TERMS AND CONDITIONS

A. General Terms and Conditions

The Recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

B. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): tfrc-grants@epa.gov and EPA Grants Specialist listed on the award
- MBE/WBE reports (EPA Form 5700-52A): Debora Bradford (Bradford.Debora@epa.gov), OMS-OGD-MBE-WBE@epa.gov, and the EPA Grants Specialist listed on the award
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to Recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: EPA Grants Specialist listed on the award and EPA Project Officer listed on the award
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: EPA Project Officer listed on the award

C. Intergovernmental Review Period

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period when a Recipient or Subrecipient intends to provide Financial Assistance to Qualified Project(s) that involves construction or land use planning. With the exception of Qualified Project(s) that will be carried out in the State of California, the Recipient must ensure that directly affected State, areawide, regional, and local government entities have 60 calendar days to review the description of the Qualified Project(s) and provide comments to the EPA Project Officer. Qualified Project(s) that will be carried out in the State of California must be submitted to the California Single Point of Contact at <https://cfda.opr.ca.gov> for review as provided in California law.

EPA has allowed for an intergovernmental review comment period on behalf of the Recipient. This comment period closed on Tuesday October 22, 2024. The Recipient need not take any additional action with respect to intergovernmental review.

The Recipient agrees to comply with the provisions of 40 CFR Part 29, implementing the Demonstration Cities, Metropolitan Development Act, the Intergovernmental Cooperation Act, and Executive Order

12372 as amended in 1983, to ensure that projects funded under federal programs are consistent with local planning requirements.

D. Pre-Award Costs

As provided in 2 CFR 200.458, Recipients are authorized to incur pre-award costs, which are costs that would have been allowable if incurred after the date of the Federal award. For competitive grants, EPA interprets the requirement in the regulation that pre-award costs be incurred "directly pursuant to the negotiation and in anticipation of the Federal award" to limit allowable pre-award costs to those a Recipient incurs after EPA has notified the Recipient that its application has been selected for award consideration. The pre-award costs must be included in the workplan and budget to be eligible. As provided in 2 CFR 1500.9, Recipients incur pre-award costs at their own risk. Please refer to [Section I.C. Pre-Award Costs of the Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#) for additional information.

E. New Recipient Training Requirement

The Recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The Recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the Recipient should refer to [RAIN-2024-G01](#).

V. FINANCIAL AGENT TERMS AND CONDITIONS

A. Revisions to Award Agreement to Account for Financial Agent Arrangement

Because a depository institution has been designated as a financial agent of the United States (the Financial Agent) for the Greenhouse Gas Reduction Fund, the following revisions to the Award Agreement are effective without further action or notice required by the Recipient or EPA.

1. Revisions to Section I. Definitions

The following new definition will be added to the Award Agreement:

Capitalization by Nonexchange Capital Contribution: Capitalization by Nonexchange Capital Contribution means award funds that (1) the Recipient draws down from the Automated Standard Application Payments (ASAP) system and (2) disburses into the ‘Budget Account’ as defined under the Deposit Account at Financial Agent Programmatic Term and Condition to capitalize itself for subsequent use for any of the following Allowable Activities: Financial Assistance to Qualified Projects; Predevelopment Activities; Market-Building Activities; and Program Administration Activities. Under this two-step transaction, which involves both a drawdown and disbursement, the Recipient’s drawdown from ASAP is deemed (a) an advance payment of Federal funds in accordance with 2 CFR 200.305(b)(1); while the disbursement into the Deposit Account at Financial Agent is deemed (b) an allowable cost to be charged to the EPA award, and (c) a “nonexchange transaction”, consistent with the definition of this term in the Statement of Federal Financial Accounting Standards No. 5. The full amount of the Capitalization by Nonexchange Capital Contribution must be recognized, reported, and accounted for as Program Income in accordance with the Program Income Programmatic Term and Condition once clauses (a) and (b) are fulfilled. Any Subrecipient with a Deposit Account at Financial Agent will be entitled to receive its payments from Recipient as a Capitalization by Nonexchange Capital Contribution.

The definition of Program Income under the Award Agreement will be amended and replaced with:

Program Income: 2 CFR 200.1 defines Program Income as “gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f).” 2 CFR 200.1 notes that Program Income “includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds.” For this program, there are two types of Program Income: (1) “Program Income from Operations” and (2) “Program Income from Capitalization by Nonexchange Capital Contribution”.

Program Income from Operations includes but is not limited to income from origination fees, servicing fees, and asset management fees; dividends from equity investments; revenue from asset sales; release of grant funds previously used as Financial Assistance (such as through loan guarantees, loan loss reserves, or similar transactions); interest and other earnings on disbursements of grant funds that have not been transferred to third parties; and funds raised with costs charged against the grant award (such as private debt, philanthropic contributions, and other funds raised). Under this award agreement, the Recipient is authorized to deduct the cost of generating Program Income from Operations under 2 CFR 200.307(b) and 2 CFR 1500.8(b), provided the costs are reasonable and necessary for performance under

the federal award and the costs are not charged to the EPA award. Costs incidental to the generation of Program Income from Operations include origination, servicing, and management costs that are not charged as direct costs to the Federal award. Costs of generating Program Income from Operations can be incurred in advance of receiving the gross income, with the Recipient incurring the costs and later using gross income to reimburse itself for no more than the actual costs incurred to generate the Program Income from Operations, provided the Recipient can account for the actual costs incurred. Program Income from Operations requirements flow down to Subrecipients but not to Contractors or Program Beneficiaries. Program Income from Operations can be earned prior to the availability of the ‘Program Income from Operations’ account as defined under the Deposit Account at Financial Agent Programmatic Term and Condition.

Program Income from Capitalization by Nonexchange Capital Contribution means award funds from the ASAP system that the Recipient draws down and immediately deposits into the ‘Budget Account’ at the Financial Agent in accordance with (a) the definition of Capitalization by Nonexchange Capital Contribution and (b) the Deposit Account at Financial Agent Programmatic Term and Condition. Program Income from Capitalization by Nonexchange Capital Contribution cannot be earned prior to the availability of the ‘Budget Account’ as defined under the Deposit Account at Financial Agent Programmatic Term and Condition.

Both forms of Program Income under this program must be treated in accordance with the Program Income Programmatic Term and Condition. EPA-specific rules on Program Income are provided at 2 CFR 1500.8, and rules on allowable fund raising costs are provided under 2 CFR 200.442 (with additional details in Item 4 of the EPA Guidance on Selected Items of Cost for Recipients). Program Income requirements flow down to Subrecipients but not to Contractors or Program Beneficiaries.

2. Revisions to Section II. National Programmatic Terms and Conditions

The Program Income Programmatic Term and Condition will be amended and replaced with:

Program Income

In accordance with Clean Air Act Section 134(b)(1)(C) as well as 2 CFR 200.307(e)(2) and 2 CFR 1500.8(b), the Recipient must retain Program Income earned during the Period of Performance. Program Income will be added to funds committed to the program by EPA and used for the purposes and under the conditions of the Assistance Agreement and beyond the Period of Performance based on a Closeout Agreement.

In any period of time before such a Closeout Agreement is effective but after the Recipient has fully used the award for allowable activities, the Recipient is authorized to use Program Income under the terms and conditions of the Assistance Agreement, as opposed to the terms and conditions outlined under the Closeout Agreement Programmatic Term and Condition. The terms and conditions outlined under the Closeout Agreement Programmatic Term and Condition will supplant the terms and conditions of the Assistance Agreement once the Closeout Agreement becomes effective.

In accordance with 2 CFR 1500.8(d) as supplemented by the Period of Performance Programmatic Term and Condition, under ordinary circumstances, the Recipient may only use Program Income from Operations once the initial award funds are fully used for allowable activities or the Period of Performance ends for a different reason. However, Program Income from Operations may be used by the Recipient in advance of the initial award funds (i.e. Program Income from Capitalization by

Nonexchange Capital Contribution) being fully used where reasonable and necessary to execute the activities in the workplan in effect under this Assistance Agreement.

3. Revisions to Section III. Additional Programmatic Terms and Conditions

The Allowable and Unallowable Activities Programmatic Term and Condition will be amended and replaced with:

Allowable and Unallowable Activities

The Recipient agrees to only use the award to support the following allowable activities: Capitalization by Nonexchange Capital Contribution; Financial Assistance to Qualified Projects; Predevelopment Activities; Market-Building Activities; and Program Administration Activities. The Recipient must use awards funds exclusively for allowable activities within the ten EPA regions, with the exception of the Freely Associated States. All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500.

Capitalization by Nonexchange Capital Contribution generates Program Income for the Recipient in an amount equal to the available EPA award balance drawn down from ASAP into the 'Budget Account' as defined under the Deposit Account at Financial Agent Programmatic Term and Condition. Program Income from Capitalization by Nonexchange Capital Contribution must be expended on Financial Assistance to Qualified Projects, Predevelopment Activities, Market-Building Activities, and Program Administration activities in accordance with the workplan in effect under this Assistance Agreement.

The Recipient agrees to not use the award for the following unallowable activities: (a) Financial Assistance to Qualified Projects in the form of Subgrants; (b) Subgrants for the purposes of providing Financial Assistance to Qualified Projects (other than Subgrants from the Recipient to first-tier Subrecipients); (c) activities that support deployment of projects that do not meet the definition of Qualified Projects; and (d) activities that support deployment of projects outside the boundaries of the ten EPA regions. The allowability of legal costs incurred in connection with the award shall be governed by applicable provisions of 2 CFR Part 200, Subpart E, including but not limited to 2 CFR 200.403, 2 CFR 200.435, 2 CFR 200.441 and 2 CFR 200.459.

The Deposit Account at Financial Agent Programmatic Term and Condition will be amended and replaced with:

Deposit Account at Financial Agent

The Recipient will open a Deposit Account at a depository institution that has been designated as a financial agent of the United States (the Financial Agent). Such account will be used as Recipient's operating account for the award. Upon establishment of the Deposit Account, the Recipient will drawdown the entire available EPA award balance from ASAP and disburse it into the Deposit Account, where it must be maintained until the Closeout Agreement goes into effect in accordance with the Closeout Agreement Programmatic Term and Condition. Note, this requirement applies to any and all drawdowns from ASAP by the Recipient while the Deposit Account is available and accessible. Once the Closeout Agreement goes into effect, the Recipient will be entitled to transfer any remaining funds in the Deposit Account to an account at a financial institution of its choosing, provided such account is insured in accordance with 2 CFR 200.305(b)(10).

The Recipient will grant EPA a perfected security interest in all funds held in the Deposit Account. The Recipient will take all such actions, enter into all such agreements, and execute and deliver all such documentation as may be necessary and/or as directed by EPA from time to time to establish and maintain such security interest, including but not necessarily limited to entering into an account control agreement (ACA) with the Financial Agent and EPA.

Notwithstanding any other provision of this Assistance Agreement, EPA will only furnish the Financial Agent with a Notice of Exclusive Control under an ACA when EPA issues a written determination and finding that the Recipient has failed to comply with the terms and conditions of this Assistance Agreement, and that noncompliance is substantial such that effective performance of the Assistance Agreement is materially impaired or there is adequate evidence of Waste, Fraud, or Abuse or material misrepresentation of eligibility status, and that EPA has initiated action under 2 CFR 200.339 to wholly or partly suspend or terminate the Federal award, as authorized in the terms of the Assistance Agreement. The written determination and finding and a copy of the Notice of Exclusive Control shall be sent to the Recipient when the Notice of Exclusive Control is furnished to the Financial Agent. EPA and Recipient have mutually agreed only to the specific process outlined in this term for furnishing a Notice of Exclusive Control instruction to the Financial Agent.

Note, funds in the Deposit Account that were legally obligated by the Recipient for financial obligations, as defined under 2 CFR 200.1, prior to the issuance of, but not in anticipation of, a Notice of Exclusive Control constitute "financial obligations which were properly incurred" by the Recipient in accordance with 2 CFR 200.343 and are to remain allowable costs during suspension or after termination of the Recipient's Assistance Agreement. Funds necessary to meet such financial obligations will be disbursed to Program Beneficiaries, Subrecipients, Contractors, or any other third parties which are due payment after a Notice of Exclusive Control is issued.

Note that a financial obligation to a third party for Financial Assistance is deemed "properly incurred" per 2 CFR 200.343 if it is a legally-binding, arms-length agreement where funds are transferred to the "Reserve Account" in accordance with these terms and conditions. Any Notice of Exclusive Control shall not include any such funds. Funds necessary to meet such financial obligations for Financial Assistance will be disbursed to Program Beneficiaries, Subrecipients, Contractors, or any other third parties which are due payment after a Notice of Exclusive Control over other funds in the Deposit Account is issued.

Funds held in the Recipient's account at the Financial Agent may be invested in accordance with the Cash Management Requirements in the Financial Risk Management Programmatic Term and Condition. The Financial Agent will be compensated in accordance with the terms of a valid Financial Agency Agreement (FAA).

The Deposit Account will consist of three distinct account types ('Budget,' 'Reserve,' and 'Program Income from Operations'), each of which serves a distinct purpose (while the exact naming convention and structure of these accounts may differ from the below, the accounts must perform a substantively similar function). The Recipient is required to utilize the accounts at the Financial Agent for their intended purpose during any period in which the accounts are available and accessible, with exceptions to this requirement permitted by the EPA Project Officer only on a case-by-case basis, to the extent such exceptions are necessary to execute against the workplan in effect under this Assistance Agreement.

1. Budget Account

This account within the Deposit Account will hold funds that have yet to be used for any of the following allowable activities: Financial Assistance to Qualified Projects; Predevelopment Activities; Market-Building Activities; and Program Administration Activities. It will hold funds within a number of sub-accounts that correspond to more specific allowable expenditures under the particular type of award or subaward.

Transferring Funds Into the Budget Account. Upon establishment of the Deposit Account, the Recipient will drawdown the entire available EPA award balance from ASAP directly into the Budget Account. The Recipient will direct the Financial Agent to allocate funds across the various sub-accounts in the Budget Account in accordance with its workplan in effect under this Assistance Agreement. Recipient need not submit a certification notice to transfer funds within the Budget Account, but remains subject to the Transfer of Funds EPA General Term and Condition and any associated pre-approval or notification requirements therein.

Transferring Funds Out of the Budget Account. When transferring award funds out of the Budget Account to provide Financial Assistance to Qualified Projects, Recipient must provide the EPA Project Officer with a certification notice from the Recipient's chief executive officer (or equivalent), chief financial officer (or equivalent), chief reporting officer (or equivalent), or chief compliance officer (or equivalent) that the amount of the payment is necessary to execute against the workplan in effect under this Assistance Agreement and that financing agreements for identified Qualified Projects necessitating the payment have been reviewed by the Recipient's counsel for legal sufficiency, with notice provided to the Financial Agent with the transfer request. The certification notice must include the following language: "This certification is a material representation for the purposes of an EPA Financial Assistance Agreement, and knowing and willful false statements may be subject to prosecution under 18 U.S.C. 1001 and other applicable criminal, civil and administrative sanctions." The Recipient must "flow-down" this requirement to Subrecipients, with each Subrecipient required to provide a substantively similar certification notice to Recipient when transferring subaward funds out of the Budget Account to provide Financial Assistance to Qualified Projects, with notice provided to the Financial Agent with the transfer request. In accordance with 2 CFR 200.337, the Recipient must make those certifications available to the EPA, upon request.

While transfers out of the Budget Account are not formally subject to any of the requirements established in either the EPA General Term and Condition on Automated Standard Application Payments (ASAP) and Proper Payment Draw Down or the Interim Drawdown Procedures Programmatic Term and Condition, Recipient agrees to the following requirements:

- a) When the need for a longer disbursement window is known in advance of the transfer, Recipient must notify the EPA Project Officer prior to executing the transfer and follow-up to inform the EPA Project Officer of the amount of the transfer that has been disbursed for an Allowable Activity in 5, 10, and 14 business days. Recipient must return any undisbursed amounts to the Deposit Account at the Financial Agent on the 15th business day, or
- b) When the need for a longer disbursement window is not known in advance of the transfer, Recipient must notify the EPA Project Officer of the delay no later than 5 business days after the transfer and follow-up to inform the EPA Project Officer of the amount of the transfer that has been disbursed for an Allowable Activity in 10 and 14 business days. Recipient must return any undisbursed amounts to the Deposit Account at the Financial Agent on the 15th business day.

Recipients must obtain prior written approval from the EPA Project Officer (who will in turn notify the EPA Award Official) for any transfers that will not be disbursed for an Allowable Activity within 15 business days.

These requirements "flow down" to Subrecipients, who agree to provide the same notifications to and seek prior approval from Recipients where applicable.

2. Reserve Account

This account within the Deposit Account is intended to enable funds to be set-aside within the Financial Agent for use for any form of Financial Assistance that requires the Recipient to pledge or legally commit award funds for a future expenditure to a third party to meet a legal obligation.

Transferring Funds Into the Reserve Account. The Recipient may only transfer award funds into the Reserve Account for grant performance purposes if the Recipient's chief executive officer (or equivalent), chief financial officer (or equivalent), chief reporting officer (or equivalent), or chief compliance officer (or equivalent) certify to the EPA Project Officer, with notice provided to the Financial Agent with the transfer request, that the amount of the expenditure is necessary to execute against the workplan in effect under this Assistance Agreement, and that financing agreements for identified qualified projects necessitating the expenditure have been reviewed by Recipient's counsel for legal sufficiency. The certification notice must include the following language: "This certification is a material representation for the purposes of an EPA financial Assistance Agreement and knowing and willful false statements may be subject to prosecution under 18 U.S.C. 1001 and other applicable criminal, civil and administrative sanctions." The Recipient must "flow-down" this requirement to Subrecipients, with each Subrecipient required to provide a substantively similar certification notice to Recipient when transferring subaward funds into the Reserve Account, with notice provided to the Financial Agent with the transfer request. In accordance with 2 CFR 200.337, the Recipient must make those certifications available to the EPA, upon request.

Transferring Funds Out of the Reserve Account.

a. To Third Parties to Meet Legal Obligations

Funds in the Reserve Account may not be disbursed to Program Beneficiaries, Subrecipients, Contractors, or any other third parties, unless the funds are necessary for the Recipient to satisfy a legal obligation. The Recipient may only transfer award funds out of the Reserve Account to meet legal obligations to such parties if the recipient's chief executive officer (or equivalent), chief financial officer (or equivalent), chief reporting officer (or equivalent), or chief compliance officer (or equivalent) certify to the EPA Project Officer, with notice provided to the Financial Agent with the transfer request, that the amount of the expenditure is necessary to pay a third party pursuant to a financing agreement that has been reviewed by recipient's counsel for legal sufficiency. The certification notice must include the following language: "This certification is a material representation for the purposes of an EPA financial Assistance Agreement and knowing and willful false statements may be subject to prosecution under 18 U.S.C. 1001 and other applicable criminal, civil and administrative sanctions." The Recipient must "flow-down" this requirement to Subrecipients, with each Subrecipient required to provide a substantively similar certification notice to Recipient when transferring subaward funds out of the Reserve Account to meet legal obligations to third parties, with notice provided to the Financial Agent with the transfer request. In accordance with 2 CFR 200.337, the Recipient must make those certifications available to the EPA, upon request.

While transfers out of the Reserve Account are not formally subject to any of the requirements established in either the EPA General Term and Condition on Automated Standard Application Payments (ASAP) and Proper Payment Draw Down or the Interim Drawdown Procedures Programmatic Term and Condition, Recipient agrees to the following requirements:

- a) When the need for a longer disbursement window is known in advance of the transfer, Recipient must notify the EPA Project Officer prior to executing the transfer and follow-up to inform the EPA Project Officer of the amount of the transfer that has been disbursed for an Allowable Activity in 5, 10, and 14 business days. Recipient must return any undisbursed amounts to the Deposit Account at the Financial Agent on the 15th business day, or
- b) When the need for a longer disbursement window is not known in advance of the transfer, Recipient must notify the EPA Project Officer of the delay no later than 5 business days after the transfer and follow-up to inform the EPA Project Officer of the amount of the transfer that has been disbursed for an Allowable Activity in 10 and 14 business days. Recipient must return any undisbursed amounts to the Deposit Account at the Financial Agent on the 15th business day.

Recipients must obtain prior written approval from the EPA Project Officer (who will in turn notify the EPA Award Official) for any transfers that will not be disbursed for an Allowable Activity within 15 business days.

These requirements: "flow down" to Subrecipients, who agree to provide the same notifications to and seek prior approval from Recipients where applicable.

b. To Program Income from Operations Account

When funds in the Reserve Account are no longer necessary to meet prudent capital management practices consistent with the Recipient's overall risk portfolio and a potential legal obligation to a third party pursuant to a financing agreement, the Recipient may transfer such funds to the Program Income from Operations Account. Recipient need not submit a certification notice to effectuate such a transfer.

3. Program Income from Operations Account

This account within the Deposit Account will enable Program Income from Operations (as defined under the definition of Program Income) to be held, tracked, and segregated in accordance with the Accounting Principles Programmatic Term and Condition.

Transferring Funds into the Program Income from Operations Account. When Recipient earns Program Income from Operations, it must deposit such funds into the Program Income from Operations Account. Recipient need not submit a certification notice to effectuate such a transfer. When Financial Agent generates interest income on behalf of Recipient by investing Recipient liquidity in accordance with the Cash Management Requirements under the Financial Risk Management Requirements Programmatic Term and Condition, it must deposit such income into the Program Income from Operations Account in accordance with the terms of the FAA. Such interest income is considered additional Program Income consistent with 2 CFR 1500.8(j) and is not subject to the requirements on interest earned within 2 CFR 200.305(b)(11) and 2 CFR 200.305(b)(12).

Transferring Funds Out of the Program Income from Operations Account. Funds in this account may be transferred to either the Budget Account or Reserve Account to be used for grant performance purposes in accordance with the Program Income Programmatic Term and Condition. Recipient need not submit a certification notice to effectuate such a transfer.

Flow-Down Requirements of Deposit Account at Financial Agent. EPA may elect to extend the requirements under this term and condition to any and all Financial Assistance Subrecipients of the Recipient at EPA's sole discretion, including but not limited to Recipient establishing and maintaining a security interest on all award funds held by its Financial Assistance Subrecipients at the Financial Agent.