



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

**BETWEEN**

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

**AND**

**CITY OF ANN ARBOR**

**Dated as of September 1, 2025**



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

<b>Program Title and Description:</b> GGRF NCIF  See <u>Attachment 1</u> for program description for the NCIF Award (the “Program”)	<b>Federal Award Identification Number (“FAIN”):</b> 84094201  <b>NCIF Award Date:</b> 08/08/2024
<b>Subrecipient:</b> City of Ann Arbor  <b>Subrecipient’s Unique Entity Identification Number:</b> R9C4BRD4M7L9	<b>Period of Performance Beginning Date:</b> September 1, 2025
	<b>Period of Performance Expiration Date:</b> March 1, 2026
<b>Subgrant Amount:</b> \$250,000.00  <b>Subgrant Maximum (Ceiling) Amount:</b> \$250,000.00	
<b>Funding Program:</b> Inflation Reduction Act	<b>Funding Source:</b> Federal – United States Environmental Protection Agency
<b>Assistance Program (CFDA):</b> 66.957 - Greenhouse Gas Reduction Fund: National Clean Investment Fund  <b>Statutory Authority:</b> Clean Air Act: Sec. 134(a)(2) and (3)  <b>Regulatory Authority:</b> 2 CFR 200, 2 CFR 1500 and 40 CFR 33	
<b>Award program description, as required for the Federal Funding Accountability and Transparency Act:</b> 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.	
<b>Approved Project Budget:</b> See <u>Attachment 2</u>  <b>Indirect Cost Rate:</b> 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

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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 September 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 the City of Ann Arbor, a municipal corporation established under the laws of the State of Michigan, with principal offices at 301 E Huron St. Ann Arbor, MI 48104 (**"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 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 allowability 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.

**“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 NCIF 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 date of the requested Draw (the “**Draw Date**”), which must be not less than 10 nor more than 15 Business Days after the date of the Draw Notice; provided, however, that ICLEI USA reserves the right 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;

- (3) A certification by the chief executive officer, chief financial officer, chief compliance officer, or other duly authorized official 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 NCIF 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, including the final Draw Notice, must be submitted during the Period of Performance and the Draw Date must occur before the end of the Period of Performance. Unless otherwise permitted by ICLEI USA in writing, the final Draw Notice must be submitted at least 45 days prior to the last day of the Performance Period, to allow time for the curing of any deficiencies in the Draw Notice as provided in Section 2.3, and to ensure ICLEI USA can receive reimbursement from CGC under the CGC Subaward prior to payment of the final Draw.

## **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 10 Business 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 Business 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. For the final Draw Notice, Subrecipient shall address any deficiencies or concerns and provide the requested information no later than 60 days following the expiration of the Period of Performance.
- 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 2.1.c, 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 NCIF 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 CGC.

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, CGC, the EPA, the U.S. Government Accountability Office, the Comptroller General of the United States, or any other applicable Federal agency to be improper, unallowable, 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.



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



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 NCIF 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 NCIF 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 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.

- b. Semi-Annual Reports.** Subrecipient shall submit information to ICLEI USA, which will be incorporated into the semi-annual reports CGC is required to submit the EPA under the NCIF 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 NCIF 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 VII 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

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, unallowable, 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) Duly executed counterparts to this Agreement by both Parties;
- (2) Duly executed copies of the Non-Disclosure Agreement, dated on or about the Effective Date, by both Parties;
- (3) In the case of Subrecipient, a Certificate of Authority including: (i) the organizational or governing documents, as applicable, of Subrecipient under its enabling statutes; (ii) a certificate of good standing or equivalent documentation issued by the appropriate governmental authority of Subrecipient's jurisdiction, as of a date no earlier than 30 days prior to the date the Agreement is mutually executed, if such certification is applicable to governmental entities under state law; (iii) the incumbency and specimen signatures of Subrecipient's officials authorized to execute this Agreement; and (iv) the official action adopted by Subrecipient's governing body 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 municipal corporation established under the laws of the State of Michigan and is in good standing under the laws of the jurisdiction of its organization. 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) carry out its governmental functions and activities as authorized by law.
- 9.2 Due Authorization.** The execution, delivery, and performance by Subrecipient of this Agreement are within its governmental powers, have been duly authorized by all necessary governmental action, including, where required, approvals by its governing body or any other applicable governmental authority, 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 or any applicable constitutional, statutory, regulatory, or charter provisions governing Subrecipient's authority or operations, (ii) contravene, conflict with, constitute a default under or violate any applicable laws, regulations, or governmental policies, (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, regulations, and governmental policies 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 Local Governmental Status.** Subrecipient is a “local government” as defined in 2 CFR 2001, meaning it is a unit of government within a State, including (i) county; (ii) borough; (iii) municipality; (iv) city; (v) town; (vi) township; (vii) parish; (viii) local public authority, including any public housing agency under the United States Housing Act of 1937; (ix) special district; (x) school district; (xi) intrastate district; (xii) council of governments, whether or not incorporated as a nonprofit corporation under State law; and (xiii) any other agency or instrumentality of a multi-, regional, or intra-State or local government. A “State” for this purposes includes any State within the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or any agency or instrumentality thereof exclusive of local governments.
- 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 11.8).
- 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 applicable to governmental entities, as in effect from time to time in the United States, including the Governmental Accounting Standards Board (GASB) Statements and Pronouncements, and any other applicable accounting principles for governmental entities, as recognized by a significant segment of the governmental accounting profession.

- 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 I 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 I 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 to 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 other 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 200.332(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 each 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



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 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 NCIF 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 NCIF 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, 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 Government wide 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-ievjPPNHUvUuQ-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, regulations, policies, and guidelines, including those governing self-insurance and governmental risk pools.

**12.2 Minimum Requirements.** Subrecipient shall maintain insurance policies or participate in a legally authorized self-insurance program or governmental risk pool at levels consistent with prudent governmental practice and that meet or exceed the requirements of this Section, unless expressly waived in writing by ICLEI USA:

- (1) Workers' Compensation Coverage as required by state statute (or the self-insured equivalent).
- (2) General Liability Coverage 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) Professional Liability Coverage covering any damages caused by an error, omission, or any negligent act in connection with professional services provided under this Agreement, with minimum limits as follows: (i) \$1,000,000 each occurrence; and (ii) \$1,000,000 general aggregate.
- (4) Network Risk and Cyber Liability Coverage (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 Coverage covering any auto (including owned, hired, and non-owned autos) used in the performance of the Agreement within a minimum limit of \$1,000,000 each accident combined single limit.

**12.3 Additional Named Insured.** To the extent permitted by applicable law, ICLEI USA and CGC must be included as an additional insured on all applicable coverage required under this Agreement.

**12.4 Changes and Cancellation.** If coverage under an insurance policy, self-insurance program, or risk pool is materially altered, canceled, or non-renewed, Subrecipient shall so notify ICLEI USA in writing at least 30 days before the effective date of such change.

**12.5 Subrogation Waiver.** To the extent permitted by applicable law, all coverage required under this Agreement must include a waiver of subrogation in favor of ICLEI USA and CGC.

**12.6 Certificates of Insurance or Equivalent Proof of Coverage.** Subrecipient shall provide certificates of insurance, self-insurance documentation, or risk pool participation documentation demonstrating the required coverage prior to receiving any Subgrant funds and upon ICLEI USA's request thereafter. If Subrecipient maintains self-insurance for any of the required coverages, the documentation must include: (i) a statement of self-insurance authority under applicable state law; (ii) evidence of financial solvency and actuarial soundness, such as an actuarial report or audited financials; and (iii) a description of the claims management and loss control procedures. If Subrecipient participates in a state or local governmental risk pool, such documentation must include: (i) a certificate of coverage or equivalent documentation; (ii) contact information for the risk pool administrator; and (iii) confirmation that the risk pool coverage meets or exceeds the minimum coverage requirements.

**12.7 Failure to Maintain Coverage.** Subrecipient's failure to maintain the required coverage (whether through insurance, self-insurance, or a risk pool) may result in termination of the Agreement or suspension of funding under the Subgrant in ICLEI USA's sole discretion.

## ARTICLE XIII

### LIABILITY AND LIMITATION ON LIABILITY

**13.1 Liability.** To the fullest extent allowed by applicable law, Subrecipient is solely responsible for its own acts, errors, and omissions, and those of its officers, employees, and agents, while performing under this Agreement. However, nothing in this Section will be construed as a limitation or waiver of any sovereign or governmental immunity laws applicable to Subrecipient with respect to any claims resulting from such performance. This Section will survive the expiration or termination of this Agreement.

**13.2 Limitations on Liability.** EXCEPT WITH RESPECT TO SUBRECIPIENT'S 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 March 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 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 NCIF 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 NCIF 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 NCIF 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 NCIF 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 2.1.b; (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 and 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]**

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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      CITY OF ANN ARBOR**  
**U.S.A., INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## **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.

**Attachment 2**  
**Approved Budget**  
**(attached)**

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### **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 City of Ann Arbor (“**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 the 3-month anniversary of the first day of the Period of Performance, and a final of the public-private partnership plan to ICLEI USA on or before the 5-month anniversary of the first day of the Period of Performance. 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**

<b>Name of Key Personnel</b>	<b>Title</b>	<b>Contact Information</b>
Missy Stults	Sustainability and Innovations Director <input type="checkbox"/> Project Manager <input type="checkbox"/> Fiscal Officer	(734) 794-6430 mstults@a2gov.org
Shoshannah Lenski	Sustainable Energy Utility Executive Director (effective late August, 2025) <input type="checkbox"/> Project Manager <input type="checkbox"/> Fiscal Officer	(734) 794-6400 slenski@a2gov.org
Todd Parker	Chief Operating Officer <input type="checkbox"/> Project Manager <input type="checkbox"/> Fiscal Officer	(517) 331-9464 tparker@michigansaves.org
Kim Hoenerhoff	Financial Analyst <input type="checkbox"/> Project Manager <input type="checkbox"/> Fiscal Officer	(734) 794-6000 khoenerhoff@a2gov.org
Valerie Jackson	Assistant City Attorney <input type="checkbox"/> Project Manager <input type="checkbox"/> Fiscal Officer	(734) 794-6430 vjackson@a2gov.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 September 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 the City of Ann Arbor (“**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, when added to previous budget modifications, exceed 10% of the total amount of the Approved Budget? <sup>1</sup> <i>If yes, please describe.</i>	
Does the budget modification increase the amount of funds budgeted for Participant Support Costs? <i>If yes, please describe.</i>	

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<sup>1</sup> The budget modification may not increase the total amount of the Approved Budget.





Does the budget modification involve transferring funds among Object Class Categories require ICLEI USA approval under 2 CFR 200.407? <i>If yes, please describe.</i>	
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☐ Complete and attach a revised Budget.<sup>2</sup>

Very truly yours,

**City of Ann Arbor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>2</sup> 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 and the EPA.



**Attachment 6  
Draw Notice 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 September 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 the City of Ann Arbor (“**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: \_\_\_\_\_<sup>3</sup>

Amount of Draw: \$ \_\_\_\_\_

Proposed Use(s) of Proceeds: \_\_\_\_\_

Information and Regarding Eligible Expenses to be funded: [See attached]<sup>4</sup>

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<sup>3</sup> The Draw Date must be a Business Day during the Period of Performance, and not less than 10 nor more than 15 Business Days after the date of the Draw Notice. ICLEI reserves the right to adjust the Draw Date as provided in Section 2.2 of the Agreement.

<sup>4</sup> 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:<sup>5</sup>

[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] [Other Title of Duly Authorized Official] of Subrecipient and is authorized to request the Draw contemplated hereby and issue this Draw Notice on behalf of Subrecipient.

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<sup>5</sup> Wire instructions for Subrecipient's Bank Account.



Very truly yours,

**City of Ann Arbor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**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.

**City of Ann Arbor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 8  
NCIF Terms & Conditions**

**(attached)**

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