

Subaward No. C702
between
Rural Community Assistance Corporation
and
Impact Finance Center

I.

<u>Awarding Agency:</u>	Housing and Community Development
<u>Awarding Agency Contact information:</u>	2020 W. El Camino Ave Suite 200 Sacramento CA 95833
<u>Pass through Entity:</u>	Rural Community Assistance Corporation (RCAC)
<u>Sub recipient Name:</u>	Impact Finance Center, Sponsored by Companies for Causes
Subrecipient's DUNS Number	Companies for Causes 076700971
Federal Award Identification Number (FAIN):	Companies for Causes 27-2808532
Federal Award Date:	4/27/20
Subaward period of performance:	November 1, 2021 through October 31, 2022
Amount of Federal Funds obligated by this action:	\$80,000
Total amount of federal funds obligated to Subrecipient:	\$80,000
Total Amount of Federal Award:	\$20,016,911
Federal Award Project Description:	Biomass Utilization Fund
Catalog of Federal Domestic Assistance (CFDA) Number:	14.272
Indirect Cost Rate	N/A

Project Recitals, Authority, Purpose and Scope of Work

BACKGROUND

The California Department of Housing and Community Development (HCD) has been awarded \$70,359,459.00 from the U.S. Department of Housing and Urban Development (HUD) using federal Community Development Block Grant - National Disaster Resilience program (CDBG-NDR) funding. The HUD awarded activities include public facilities, public infrastructure, and economic development projects as part of the Community and Watershed Resilience Program (CWRP). This program is designed to develop the three project activities (pillars) and connect them together in order to assist in recovery efforts from the 2013 Rim Fire and provide long-term community and forest resilience. The CWRP also creates a unique partnership between local, state, and federal entities to integrate forest and community resilience practices while addressing unmet recovery needs from the Rim Fire disaster.

The CWRP is a collaborative effort comprised of state, federal, and local agencies and it is governed by a Core Team, which is comprised of representatives from each agency. The agencies involved in CWRP include, the United States Department of Agriculture Forest Service (USFS), Tuolumne County (the County), and the following California state agencies: The Governor's Office of Planning and Research (OPR), California Environmental Protection Agency (CalEPA), California Department of Forestry and Fire Protection (CAL FIRE), Housing and Community Development (HCD), and the Sierra Nevada Conservancy (SNC).

The CWRP is comprised of three distinct sets of activities called "pillars":

- 1) Forest and Watershed Health Program (FWHP) – Investing in activities to recover forest and watershed health by removing organic material from forests that act as fuel for wildfire, reforestation, and recovery efforts; rebuild rangeland infrastructure destroyed in the Rim Fire; and develop preventative measures including a system of strategic fuel breaks to protect communities from future wildfires.
- 2) Community Resilience Center(s) (CRC) – Designing and constructing CRC(s) that will provide shelter and necessary resources in the event of a disaster and provide ongoing community support services, educational programs, and job training.
- 3) Biomass Utilization Facility (BUF) – Developing a facility or campus with one or more facilities that can utilize the organic material from forest restoration activities such as those created as byproducts of FWHP activities.

The HCD is the contract administrator for CWRP, and SNC is the project coordinator for the FWHP and BUF pillars. The Core Team has final decision-making authority for CWRP.

In addition, Rural Community Assistance Corporation (RCAC) has entered into a three-party agreement with HCD and SNC to administer the BUF Loan Fund project.

Agreement

This Agreement is entered into on November 1, 2021, by and between **Rural Community Assistance Corporation (RCAC)**, a nonprofit corporation, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 and Impact Finance Center, a nonprofit corporation, 1647 S Pearl Street, Denver, CO, 80210. Housing and Community Development has provided an award to RCAC and RCAC hereby agrees to subaward and Subrecipient agrees to accept subgrant of a portion of the award

I. Task Orders

Subrecipient shall provide the professional services (Services) as specified in authorized Task Orders. Subrecipient shall commence, perform and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders. (Attachment A)

II. Performance Period

Specific service deliverable timelines shall be defined in authorized Task Orders.

III. Subrecipient Responsibilities

In addition to all other obligations contained herein, Subrecipient agrees:

- A. To comply all conditions of the RCAC grant agreement with Housing and Community Development (Attachment B).
- B. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- C. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- D. To comply, at Subrecipient's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subrecipient as an employer.
- E. That Subrecipient is an independent organization and not the agent, employee or servant of RCAC, and that:
 1. Subrecipient does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;
 2. Subrecipient has and hereby retains full control of and supervision over the performance of Subrecipient obligations and full control over any persons employed by Subrecipient for performing the Services;
 3. Subrecipient shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent Subrecipient or including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers'

compensation (as applicable by law) and self-employment taxes;

4. Subrecipient shall not sub-grant, contract, or otherwise obtain services of a third party to perform activities which are central to the purposes of this agreement without prior authorization from RCAC;
5. Subrecipient must be in good standing under the laws where it proposes to provide services;
6. Subrecipient must be authorized to do business in the state where it proposes to provide services

IV. Funding

A. Payment

As compensation for satisfactory performance of the Agreement, RCAC shall pay the Subrecipient the amount set forth in the Task Order, subject to additions and deductions as provided for herein. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

- B. The obligation of RCAC to make payments under this agreement is subject to the availability and receipt of funds provided for in the grant agreement between RCAC and Federal Awarding Agency. In the event these funds for any reason become unavailable in the amounts specified in the original grant award, the work of the Subrecipient and any payments due will be reduced proportionately (Insert in item in tech agreement)

Subrecipient acknowledges this grant is provided on a cost reimbursement basis. Allowable costs are costs incurred in the performance of this sub award that are determined by RCAC to be allowable, allocable and reasonable in accordance with:

- Provisions of this agreement
- Applicable Federal cost principles as outlined in cost principles in Uniform Guidance 2 C.F.R. 200 Subpart Part E If this Circular is revised during the period of performance of this Sub-award the most recent revision will apply. If OMB replaces this circular during the period of performance, the successor rules will apply.

In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Subrecipient shall notify RCAC in writing if Subrecipient has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

B. Request for Payment

Subrecipient shall submit a Request for Payment form (Attachment C) for all Services performed. Email Payment requests to Cyndi Spencer at cs pencer@rcac.org or if by mail, Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Subrecipient within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Subrecipient will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

No payment shall be approved for the Subrecipient if there is an overdue activity report until the report has been submitted and approved.

V. Management of Grant Funds

Agreement funds are federal funds and as such, Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 C.F.R. 200.

In addition to the financial reports required to be submitted to RCAC, Sub recipient hereby agrees to comply with any and all RCAC requests for financial information and documentation including financial audits conducted during the Agreement period.

Sub-grantee agrees to remain fully informed of all laws and regulations that apply to the Sub-Subrecipient and will give RCAC prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice constitutes a material breach of the Agreement. Notices shall be sent to:

Rural Community Assistance Corporation,
Grants and Contracts Administration
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691

VI. Reporting

Subrecipient is required to electronically submit quarterly activity reports as verified against task order.

A. Quarterly Reporting

B. Final Reporting

A final narrative report of not more than five single-spaced letter-sized pages and a font size of no smaller than 12 or larger than 14. Include such items as:

- Summarize the outcomes of activities that Subrecipient undertook
- Problems/challenges encountered.
- Lessons Learned, Best Practices

VII. Indemnification

Subrecipient covenants and agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless RCAC, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against RCAC, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by the Subrecipient, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith. Subrecipient's obligations under this section shall survive the expiration of this Agreement or the termination hereof for any reason whatsoever.

VIII. Insurance

By execution of this Agreement, Subrecipient agrees that the required insurance coverage shall be in effect at all times during the term of this Agreement. The Subrecipient agrees to submit a Certificate of Insurance naming RCAC as an additional insured's within 10 business days from

receipt of the fully executed Agreement. Subrecipient shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance expires at any time during this Agreement. Subrecipient agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.

1. Subrecipient shall obtain Fidelity Bond coverage or honesty insurance in an amount that is at least equal to:
 - a) \$100,000 with RCAC named as an additional insured.
2. Subrecipient shall maintain standard Workers' compensation as required by law in the state where service is performed. A current Certificate of Insurance must be supplied to RCAC throughout the term on this Agreement.
3. Subrecipient shall maintain Comprehensive Commercial General Liability coverage in the amount of at least \$1,000,000. A current Certificate of Insurance must be supplied to RCAC throughout the term on this agreement.
4. Subrecipient operating a motor vehicle in the implementation of this agreement is required to carry automobile coverage in the amount of at least \$100,000/\$300,000 and uninsured motorist coverage. As applicable, a current Certificate of Insurance must be supplied to RCAC throughout the term on this agreement.

IX. Notice

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

- A. Notices to RCAC shall be addressed to:
Rural Community Assistance Corporation, Grants and Contract Administration
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691
- B. Notices to Subrecipient shall be addressed to:
Stephanie Gripne, PhD, Executive Director
Impact Finance Center
1647 S Pearl Street, Denver, CO, 80210

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by certified mail to the new address.

X. Termination

If Subrecipient fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, RCAC may, by written notice to Subrecipient, terminate this Agreement in whole or in part. In addition to any right to terminate, RCAC may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to RCAC resulting from Subrecipient's default. RCAC further reserves the right to immediately obtain such work or services from other entities in the event of Subrecipient's default.

RCAC, at any time, may order Subrecipient to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Subrecipient shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to RCAC all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Subrecipient in

performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- a. If the termination or stop work order is due to the failure of the Subrecipient to fulfill any of its Agreement obligations, RCAC may take over the Work and prosecute the same to completion by contract or otherwise.
- b. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Subrecipient, the Subrecipient shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by RCAC and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

The rights and remedies of RCAC provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and RCAC may pursue any and all such rights and remedies against Subrecipient as it deems appropriate.

XI. Attorney Fees

Failure to perform the Services described in a signed Task Order shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

XII. Authority

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

XIII. Attachments

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order

Attachment B: Awarding Agency Agreement with RCAC

Attachment C: RCAC Financial Forms

Attachment D: Representations and Certifications Form

Attachment E: HCD Standard agreement Exhibit D

Attachment F: CDBG Terms and Conditions

XIV. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon struck performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

XV. Severability

Any Agreement terms or provisions which are deemed invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall not render the remaining Agreement terms and provisions invalid or unenforceable.

XVI. Lobbying

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects or activities that flow from this Agreement (Attachment D).

XVII. Debarment

Subrecipient hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph two of this certification; and
- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state or local) transactions terminated for cause or default.

XVIII. Drug Free Workplace

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they maintain a drug free workplace (Attachment D).

XIX. Nondiscrimination

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause

Subrecipient hereby certifies compliance with the following:

- a. Title VI of the Civil Rights Act of 1964: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- b. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing. RCAC will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

- c. Restoration Act of 1987: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- d. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- e. The Fair Housing Amendment Act of 1988: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- f. The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- g. The Age Discrimination Act of 1975: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- h. Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- i. Americans with Disabilities Act of 1990 (ADA): This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- j. Executive Order 11063: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- k. Executive Order 11259: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to

further housing opportunities throughout the United States.

- l. Equal Employment Opportunity Act: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- m. Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- n. Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- o. Vietnam Era Veterans Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- p. Executive Order 11246: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

XX. CBDG-NDR Terms and Conditions

Subrecipient shall comply with Community Development Block Grant and National Disaster Resilience terms and conditions (Attachment E: HCD Exhibit D)

XXI. Procurement

Subrecipients agrees to use its own documented procurement procedures which reflect applicable Federal State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal, State and Local and tribal laws.

XXII. Internal Controls

Subrecipient agrees to establish and maintain effective internal control over the subaward that provides reasonable assurance that the Subrecipient is managing the subaward in compliance with applicable Federal, state and local statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Subrecipient agrees to:

- (a) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (b) Evaluate and monitor its compliance with statutes, regulations and the terms and conditions of Federal awards.
- (c) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

- (d) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or RCAC designates as sensitive or considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

XXIII. Publication, Reproduction and Use of Material

As a condition to the Agreement, Subrecipient agrees to provide RCAC two copies of all written materials used during any training or technical assistance provided under Attachment A, when applicable. Any material produced or other activities undertaken related to this program must clearly state that they were funded by RCAC.

XXIV. Confidentiality

Any reports, information or data given to, prepared or assembled by Subrecipient under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Subrecipient without prior written approval from RCAC.

XXV. Record Keeping

The Subrecipient agrees to keep and maintain true and complete records, contracts, books, and documents necessary to fully disclose to RCAC or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all relevant state and federal regulations and statutes, for a minimum of five years. All records maintained by Subrecipient shall meet the OMB requirements contained in the: 2 CFR 200 (Uniform Guidance) Subpart E (Cost Principles). At time of contract closeout, Subrecipient will submit all pertinent records to RCAC.

XXVI. Inspections

Subrecipient agrees that RCAC or their designated representative shall have the right to review and to copy any relevant books, financial statements, records and supporting documentation (written, electronic, computer related or otherwise) pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer retention period is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XXVII. Audits

If applicable, non-federal entities that expend \$750,000 in federal awards or more per year shall conduct a single or program audit for that year in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements) . Non-federal entities that expend less than \$750,000 in federal awards per year are exempt from federal audit requirements for that year. All records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity and General Accounting Office (GAO).

- A. The auditee shall prepare a schedule of federal award expenditures for the period covered by the auditee's financial statements. The auditee shall provide total federal awards expended for each individual federal program and the Catalog of Federal Domestic Assistance (CFDA) number or other identifying number when the CFDA information is not available.
- B. Subrecipients shall submit two copies of the required audit report to RCAC within six months of the end of the Subrecipient's fiscal year. Upon written request and explanation

from the Subrecipient's CPA, an additional 30-day extension may be granted by RCAC. *Submit audit reports to: Rural Community Assistance Corporation, Attention: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 or email cerespe@rcac.org.*

- C. All Agreements entered into by Subrecipient with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized state or federal government representative access to the working papers of said audit firm(s).
- D. Subrecipients shall permit the State, federal government, the Bureau of State Audits, the Department and /or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation and all other materials relevant to the Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

XXVIII. Close-out

Subrecipient agrees to submit no later than **30 calendar days** after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the sub-award. RCAC may approve extensions when requested by the Subrecipient. Unless RCAC authorizes an extension, the sub recipient must liquidate all obligations incurred under the Federal award not later than 30 calendar days after the end date of the period of performance as specified in the terms and conditions of the sub-award.

XXIX. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

XXX. Dispute Resolution/Arbitration

RCAC and the Subrecipient hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Subrecipient's written election to resolve any matter by arbitration pursuant to this section, RCAC and Subrecipient hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

XXXI. No Action Pending

Subrecipient represents and warrants that there is no action, suit, investigation or proceeding pending or, to the knowledge of Subrecipient, threatened, by or before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, in the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient, or to impair the ability of Subrecipient to perform their respective obligations under this Agreement.

Subrecipient shall promptly advise RCAC in reasonable detail should any action, suit, investigation or proceeding be instituted or commenced against Subrecipient that could have a material adverse effect upon the activities, operations, assets or properties, or the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient.

XXXII. Non-Delinquency

Please check the appropriate statement:

- Not delinquent on any federal debt
- Delinquent on any federal debt

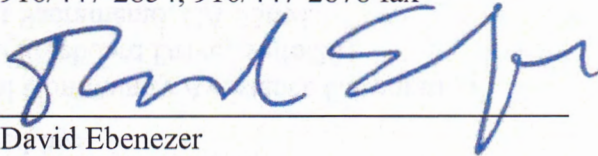
XXXIII. Entire Agreement, Amendments and Modification

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Subrecipient with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling.

This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Subrecipient as of the date first stated above.

Rural Community Assistance Corporation
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
916/447-2854; 916/447-2878 fax

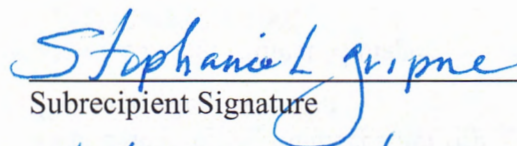


David Ebenezer
Chief Financial Officer

02/28/2022

Date

Impact Finance Center
1647 S Pearl Street,
Denver, CO, 80210
303/900-2060



Subrecipient Signature

Stephanie Gripne / Executive Director
Name/Title

04/29/2022

Date

27-2808532

Tax ID Number

Attachment A



Rural Community Assistance Corporation Task Order Form

Task Order: Biomass Utilization Fund (BUF)/C702, No. 1	Performance Period: November 1, 2021 through October 31, 2022
Issued to: Impact Finance Center 1647 S. Pearl Street Denver, CO 80210	Contact/Telephone no.: Stephanie Gripne, PhD, Executive Director 303/900-2060 stephanie@impactfinancecenter.org
Issued by: Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	Contact/telephone no.: Stan Keasling, Project Manager 916/447-9832 x 1002 skeasling@rcac.org

Scope of Work

1. Form Ad Hoc Steering Committee and advise RCAC on composition and individuals to be recruited.
2. Set Impact Investing Institute webinars and Investor Club launch dates
3. Train RCAC staff on Marketing and Communications
 - a. Build web page and investment catalog structure on
 - b. Create online investor and social venture interest forms
 - c. Create sponsorship levels and benefits flyer and web page
 - d. Create online Investor Club launch registration page on Eventbrite
4. Assist RCAC in seeking sponsorships
5. Train RCAC staff in recruiting investors for membership using Impact Finance Center lists along with RCAC member list
6. Demonstrate the process of holding Impact Investing Institute webinars
 - a. Two educational webinars prior to Investor Club launch featuring full spectrum capital instruction and live case studies of current investors and social ventures
 - b. Two additional webinars later in the year to continue the educational portion of the work to draw in additional, curious investors
7. Advise on the process of setting speaker panels and quick pitch rosters for launch event
 - a. Panel of ~3 impact investing experts - invitations from IFC and RCAC
 - b. Panel of ~3 California forest social ventures seeking investment - recruited by RCAC
 - c. Quick pitches by 5-8 California forest social ventures - recruited by RCAC
8. Launch event evaluation and provide RCAC with tools to use in future events
 - a. Send out digital evaluation to all participants (investors and social ventures)
 - b. Convene Steering Committee to review evaluation responses and discuss any Investor Club format or event changes desired
 - c. Continue investor outreach and sponsor solicitation - in coordination with RCAC

- d. Teach RCAC how to make investor calls while calling 100+ interested investors
9. Repeat event cycle quarterly, giving RCAC increased responsibility for managing the process and advising staff on the structure for future events.
10. The goal is for the Investor Club to become self-sustaining over time through event sponsorships and other investor support.
11. Work with RCAC staff to assess Impact Investing Giving Circle/Investor Accelerator Feasibility Study:
 - a. During Investor Club networking and marketing efforts, simultaneously collect expressions of interest from philanthropists and investors who are interested but don't feel ready to jump straight into direct investing and would therefore like to participate in learning opportunities through an Impact Investing Giving Circle
 - b. Begin discussions with Community Foundations to gauge interest in partnering on a circle (if we are unable to secure a partner, we can use Realize Impact for this purpose)
 - c. Seek funding for an Impact Investing Giving Circle once there are at least 20 interested participants

Milestones/Deliverables/Reporting

Timeline

1. Fall 2021 Recruit Steering Committee and other partners and finalize marketing and administrative infrastructure.
2. Fall, 2021 - Recruit sponsors and investors
3. Fall 2021 - Host Impact Investing Institute webinars
4. Fall, 2021 - Launch California Forest Investor Club, specific date to be determined by Steering Committee and sponsors
5. Hold quarterly meetings thereafter
6. Spring/Summer 2022 - launch Impact Investing Giving Circle once 20 investors express interest

Reporting

Quarterly activity reports shall be required summarizing the outcomes, challenges, and opportunities.

Submit request for payment no more than monthly, no less than quarterly, with RCAC request for payment form, Company invoice and source documentation, such as time sheets with hourly rates for staff.

Penalties

Failure to perform as required could result in termination of this agreement. Failure to comply with any performance standard will be considered a violation and will result in RCAC withholding payment until the violation is corrected. RCAC will notify Impact Finance Center of missed performance measures and require a formal response to the performance issue prior to continuing payment for service under this agreement.

Compensation:

Impact Finance Center will be compensated for work under this task order based on time and material basis, with no profit. The following rate table has been validated by RCAC as constituting staff pay and benefits eligible for reimbursement under federal standards.

Impact Finance Center Fee Justification:

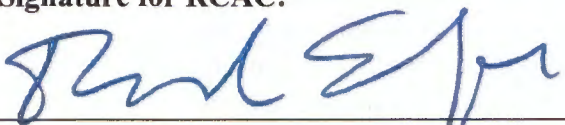

Alternate Fee - more time, less data charge

	<i>Rate</i>	<i>Number</i>	<i>Fee</i>
Senior Advisor	230	86	\$20,000
Associate	130	200	26,000
Investor Calls	150	150	22,500
Marketing			11,500
			\$80,000

RCAC will reimburse for mileage at federal government rates, parking based on receipts, meals and incidentals based on federal government per diem rates. All travel must comply with federal government and RCAC travel policies. All other allowable expenses will be reimbursed with source documentation and receipts, outlining the use and applicability to the work.

- Invoicing will be submitted to RCAC as each task is completed and RCAC will reimburse within 30 days of invoice submittal.
- All requests for payments must reference BUF/IFC Subcontract No.1, Task Order No. 1. Email payment requests to Cyndi Spencer at cspencer@rcac.org
- *All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.*

All terms and conditions included in Subcontract No. 1 are applicable to this Task Order.

Signature for RCAC: 	Type name and title: David Ebenezer Chief Financial Officer	Date: 02/28/2022
Signature for Impact Finance Center: 	Type name and title: Stephanie Gripne, PhD Executive Director	Date: 04/29/2022