

**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
SUBAWARD AGREEMENT
CONTRACT NO. 23-11-219**

This Subaward is entered into between the State of Nebraska - Department of Economic Development ("the Department") and the City of North Platte ("Subrecipient") upon the date of signature by both parties.

This contract is a Subaward of federal financial assistance by the Department to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Nebraska Meat Processing Wastewater Pretreatment and Runoff Control Program as requested by the Subrecipient in its application to the Department for federal financial assistance. The Department and the Subrecipient each agree to be bound by the applicable terms and conditions of the U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions.

ARTICLE I - REQUIRED DATA ELEMENTS

Subrecipient Name (Which must match the name associated with its unique entity identifier.):	City of North Platte
Subrecipient Unique Entity Identifier:	ZFT3MHH9Y4R4
Subaward Period of Performance Start and End Date:	November 18, 2022 (start date) – June 30, 2025 (end date)
Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient:	\$20,000,000.00
Total Amount of the Federal Award:	\$1,040,157,440.40
Federal Award Project Description (As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170.)	Responds to make necessary investments in water, sewer, or broadband infrastructure. This response is an enumerated eligible use for water and sewer investments within the Clean Water State Revolving Fund projects under 31 C.F.R. § 35.6(e)(1)(i).
Name Awarding Federal Agency:	United States Department of the Treasury
Funding Source:	American Rescue Plan Act
Federal Award Identification Number (FAIN):	SLFRP1965
Pass-through Entity:	State of Nebraska – Department of Economic Development

Name and Contact Information for Pass-through Entity Awarding Official / Program Manager:	Lorena Reichert – lorena.reichert@nebraska.gov (402) 314-6468
Assistance Listings number and Title:	21.027 – Coronavirus State and Local Fiscal Recovery Fund
Federal Award Date:	May 28, 2021
Subaward Budget Period Start and End Date:	November 18, 2022 (start date) – June 30, 2025 (end date)
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$20,000,000.00
Total Amount of Federal Award committed to the subrecipient by the pass-through entity	\$20,000,000.00
Assistance Listings number and Title (Pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement)	21.027 – Coronavirus State and Local Fiscal Recovery Fund
Identification of whether the award is R&D	Not R&D
Indirect Cost Rate for Federal Award (including if the de minimis rate is charged per 2 CFR 200.414.)	0%

ARTICLE II – SCOPE OF SERVICE

Sustainable Beef Meat Processing is located at Golden Road and Newberry Access in North Platte. The processing wastewater is high strength and requires pretreatment prior to discharging into the City of North Platte Wastewater plant or ultimate discharge. The applicant proposes installing sewer mains, lift station and sewer force mains to convey the wastewater from the Sustainable Beef Facility. The new sewer piping will transport the wastewater to the City owned property proposed for wastewater pretreatment. Pending final designs, new water main needed for wastewater processing may be part of the construction. The new preliminary treatment facility will be located north or east of the existing wastewater plant. The wastewater pretreatment will include anaerobic and aerobic processes to treat the wastewater. The applicant will apply for all permits for the treatment or the waste and discharge thereof. The site development work will be completed by June of 2023 with the pretreatment completed in 2025.

ARTICLE III – PAYMENT AND REIMBURSEMENT

The Department will disburse funds to the Subrecipient for the Program in a total amount not to exceed twenty million dollars (\$20,000,000.00.) The funds will be used to fund the Program as more particularly described in the Program Manual. This is the total amount of Federal Funds obligated and committed to the City of North Platte from the Department.

Section 1 – General Disbursement Guidelines:

Disbursements of funds will be made to the Subrecipient in the form and manner determined by the Department and in accordance with the requirements in this Subaward. At its discretion, the Department shall request supporting documentation or written justifications from the Subrecipient for any program expenditures. The Department may impose mandatory preapproval thresholds for planned purchases by the Subrecipient over a designated price.

Section 2 - Allowable Costs/Cost Principles:

Subrecipient agrees to follow the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles (2 CFR 200.400 – 476,) effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the Subaward.

Subrecipient may use funds for administering the program or to improve the design and execution of the program (in a response to the COVID-19 pandemic and to administer or improve the efficacy of the program addressing the public health emergency or its negative economic impacts.) Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Direct and indirect costs are permitted if consistent with the guidance in 2 CFR 200.403. The U.S. Department of Treasury has defined direct costs as those specifically identified as the costs of implementing the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program objectives. Indirect costs are defined as general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award. Each category of cost must remain separate and Subrecipient may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If Subrecipient has a current Negotiated Indirect Costs Rate Agreement (“NICRA”) with a Federal Agency, then Subrecipient may use its current NICRA.

Section 3 - Reimbursements:

All Eligible Expenses for which grant reimbursement is sought must be incurred within Subaward Period of Performance.

Subrecipient must request reimbursements from the Department, and such requests shall be made in the form and manner prescribed by the Department. All requests for reimbursement must be submitted to the Department, along with adequate documentation substantiating the eligible expenses incurred (such adequacy will be determined by the Department). The requests will be reviewed at the Department to determine compliance with the necessary conditions and requirements of the Program Manual, this Subaward and 2 CFR 200.302. Authorized payments will be processed through the Department's main office in Lincoln, Nebraska. Subrecipient may visit the Department’s Grants Help Center, <https://dednebraska.zendesk.com/hc/en-us>, for further instruction regarding requests for reimbursement.

Requests for grant funds may not be made more frequently than one per month unless waived by the Department. The Department will not honor a request for reimbursement that is less than \$1,000, unless it is the final request made by the Subrecipient.

The Subrecipient must submit the State of Nebraska Form W-9 and ACH Enrollment Form (provided by the Department), prior to making any requests for reimbursement.

Reimbursements of funds will be made by electronic deposit to the account designated by the Subrecipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department), and in accordance with the requirements of this Subaward.

Subrecipient shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended.

ARTICLE IV – SUBRECIPIENT REPORTING

Section 1 – General Reporting Requirements

Subrecipient is to report to the Department and will cooperate and confer as necessary to insure satisfactory work process. Subrecipient should direct all contact to its Program Manager, as previously identified. All reports made in connection with this Subaward are subject to review and final approval by the Department. The Department may review and inspect the Subrecipient's activities during the term of the Subaward. Additionally, after reasonable notice of at least 24 hours to the Subrecipient, the Department may review any of the Subrecipient's internal records, reports, or insurance policies. If the Department determines that Subrecipient is performing unsatisfactory or is noncompliant, disbursements may be withheld, costs disallowed, suspension of the award, or any other action deemed appropriate by the Department may be implemented.

All financial, program, and any supplemental reports shall be submitted electronically through the Department's Grant Management System ("GMS," Amplifund). Financial and program reports must be aligned and supportive of one another. Subrecipient's Program Manager will provide a direct link for Subrecipient to utilize for reporting purposes.

Pursuant to 2 CFR 200.332, the Department will provide the Subrecipient with administration training and technical assistance on program-related matters. The scope of training and assistance provided by the Department shall vary in scope over the course of the program as the Department determines is necessary to ensure the Subrecipient is compliant with all program requirements and is accomplishing program performance goals in a timely and correct manner. For technical assistance, Subrecipient may also utilize the help feature on GMS by accessing the following link, <http://opportunity.nebraska.gov/amplifund/>.

All final financial and program reports shall be submitted by the Subrecipient within 30 days of the end of this Subaward, unless an extension of time is granted in writing by the Department. Failure to provide required reports to the Department by the required due dates may result in the Department declaring the Subrecipient to be in substantial breach of this Subaward, for which the Department may immediately terminate this Subaward and/or require repayment of all funds disbursed to the Subrecipient for the Program.

Subrecipient shall permit the Department, its auditors, and auditors of the Federal government to

have access to Subrecipient's records and financial states as necessary to comply with all applicable Federal, State, and local regulations.

Section 2 – Financial Reporting

Subrecipient shall timely submit all financial reports monthly, by the 15th of each, through the Department's GMS. Financial reports shall align with Subrecipient's proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.) Subrecipient agrees to only incur costs under this Subaward which are eligible under the Cost Principles detailed in 2 CFR 200.400 – 476.

Federal Financial Reporting Requirements:

Subrecipients will have to report the following:

- Obligations and Expenditures
 - o Quarterly obligation amount
 - o Quarterly expenditure amount
- Program Income (Report the program income earned and expended to cover eligible project costs, if applicable.)
- Adopted Budget (Report the expenses that are necessarily incurred to execute the program.)
- Detailed information on any loans issued
- Detailed information on any contracts awarded

State Financial Reporting Requirements:

- No additional requirements noted at this time. The Department may impose additional financial reporting requirements at its discretion.

Section 3 – Program Reporting

Subrecipient shall timely submit all program reports quarterly through the Department's GMS. Reports are due on the 15th day for corresponding quarter. The Subrecipient will be required to prepare and provide program reports as outlined below.

Federal Program Reporting Requirements:

- Project Status (Report on project status each reporting period, in four categories: Not Started, completed less than 50 percent, Completed 50 percent or more, or Completed)
- Project Demographic Distribution
 - o What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - o If this project primarily serves more than one Impacted and/or Disproportionately Impacted population.
- Primary place of performance
- Civil Rights Compliance (Report on Subrecipient's compliance with Title VI of the Civil Rights Act of 1964. This may include a narrative describing Subrecipient's compliance, along with other questions and assurances.)
 - o This specific requirement will be on an annual basis.

- Reporting of Matters Related to Recipient Integrity and Performance
 - o If the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000.00 for any period of time during the period of performance of this Federal award.
 - o The Subrecipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System) (FAPIIS) above civil, criminal, or administrative proceedings described in numbered section 2 of this two-part award condition.
 - o This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313).
 - o As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- Other Reporting Requirements, as applicable
 - o Number of households receiving eviction prevention services (including legal representation)
 - o Number of affordable housing units preserved or developed
 - o Number of workers enrolled in sectoral job training programs
 - o Number of workers completing sectoral job training programs
 - o Number of people participating in summer youth employment programs
 - o Number of students participating in evidence-based tutoring programs
 - o Number of children served by childcare and early learning services
 - o Number of families served by home visiting

State Program Reporting Requirements:

Subrecipients will have to report the following:

- Regular updates to the project timeline and milestones submitted in the application
- Final report submitted at the completion of the project certifying completion

Section 4 – Periodic Reporting

In accordance with 2 CFR 200 *et seq.*, the Department may require the Subrecipient to submit periodic performance and financial reports at intervals determined by the Department. The Department shall request additional information and change the frequency of reporting, at its discretion based on its assessment of the Subrecipient's program performance.

Section 5 – Single Audit

Subrecipient shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Subrecipient shall cause to be performed all required financial and compliance audits. In general, a Subrecipient that

receives more than \$750,000 or more during its fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.501.

Subrecipient shall provide DED with any and all written communications received by Subrecipient from an auditor related to performance under this Subaward Agreement.

Subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If Subrecipient disagrees, it should provide an explanation and specific reasons to demonstrate that the finding is not valid. Subrecipient shall be liable for audit exceptions, and upon request from the Department, shall return to the Department, all payments made for which an exception has been taken or which has been disallowed because of such an exception.

Section 6 – Subrecipient Procurement

In accordance with 2 CFR 200.318, the Department will maintain the right to oversee any and all program-related procurement activities of the Subrecipient to ensure compliance with the terms, conditions, and specifications of the program.

Section 7 – Conflict of Interest

Subrecipient and its subcontractors shall disclose in writing to the Department any potential conflicts of interest it has related to the Department or this Subaward subject to the provisions stated in 2 CFR 200.112 and 2 CFR 200.318.

Section 8 – Disclosure (Fraud or Other Problematic Situations)

Subrecipient shall disclose in writing to the Department in a timely manner all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Subaward.

Subrecipient shall report to the Department in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V – RISK ASSESSMENT

Section 1 – Subrecipient Risk Determination

In accordance with 2 CFR § 200.206 and the US Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, the Department has completed a risk assessment on the Subrecipient to determine the level of compliance monitoring required on its program. The Department's risk assessment was based on an evaluation of the financial, operational, and compliance expertise demonstrated by the Subrecipient and its program. The Department determined the Subrecipient is at the following risk level: Low

Section 2 – Subrecipient Monitoring

In accordance with 2 CFR 200.332, the Department will implement appropriate monitoring measures of the Subrecipient's program activities as the Department determines is necessary to ensure the funds under this Subaward are used for authorized purposes only and the program goals are achieved. In addition to the monitoring requirements set forth in 2 CFR 200.332, additional monitoring requirements shall be imposed by the Department at its discretion, which will include periodic meetings and communications exchanged between the Department and the Subrecipient, preparation of desks reviews by the Subrecipient for review by the Department, and Subrecipient site visits by the Department.

Low

As a low risk subrecipient, the Department will, at a minimum, thoroughly review Subrecipient's reporting Requirements as outlined in Article IV and require the Subrecipient upon reasonable notice submit to an annual desktop and audit review. The Department may request additional information as required.

Section 3 – Noncompliance, Revaluation of Risk and Corrective Action

In accordance with 2 CFR 200.208 and 2 CFR 200.339, the Department may adjust the Subaward conditions if the Department determines that the Subrecipient is not in compliance.

The Department may institute corrective action because of the Subrecipient's noncompliance. The Department shall provide written notice to the Subrecipient of any corrective action within a reasonable time after the completion of a report review, desktop review, onsite review, audit review, procedures review, or otherwise after the Department learns of a deficiency or the Subrecipient's noncompliance with the Subaward.

Pursuant to 2 CFR 200.208 the Department shall notify the Subrecipient of the following with respect to the corrective action:

1. The nature of the additional requirements;
2. The reasons why the Department is imposing additional requirements;
3. The nature of the action needed to remove the additional requirements, if applicable;
4. The time allowed for completing the actions, if applicable; and
5. The method for requesting reconsideration of the additional requirements imposed.

The Department may reevaluate the Subrecipient's risk assessment and adjust the Subaward conditions as needed based on the following factors:

1. The criteria set forth in 2 CFR 200.206;
2. The Subrecipient's history of compliance with the general or specific terms and conditions of the Subaward;
3. The Subrecipient's ability to meet expected performance goals as described in 2 CFR 200.211; and
4. The responsibility determination of a Subrecipient by the Department.

Additional Subaward conditions may include, but are not limited to, the following items:

1. Requiring payments as reimbursements rather than cash advance payments;
2. Withholding authority to process the next phase until receipt of evidence of acceptable

- performance within a given performance period;
3. Requiring additional, more detailed financial reports, including but not limited to, audited financial reports;
 4. Requiring additional project compliance monitoring;
 5. Requiring the Subrecipient to obtain technical or management assistance;
 6. Requiring the Subrecipient to address specific internal control, documentation, financial management, performance, or compliance issues within a specified time period; and
 7. Establishing additional prior approvals.

The Department may remove any additional requirements on the Subrecipient once the conditions that prompted the requirements have been satisfied.

Section 4: Remedies

The Department shall have any and all remedies available under State or Federal law.

ARTICLE VI – TERMINATION

Section 1 – Termination Due to Loss of Funds

This Subaward will terminate in full, or in part, in the event the Department suffers a loss of the funding for which permitted it to fund this grant. In such an event, the Department will provide the Subrecipient written notice setting forth the effective date of full or partial termination.

Section 2 – Early Termination

The Department may terminate this Subaward for any reason upon thirty (30) days written notice to Subrecipient. This Subaward may also be terminated in whole or in part, prior to the completion of Program activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including effective date and the portion to be terminated.

Section 3 – Termination for Cause

In the event of a default or violation of the terms of this Subaward by the Subrecipient, the Department may take the following actions (which are additional to other default remedies specified elsewhere in this Subaward):

- a) Suspension. After notice to the Subrecipient, suspend the Subaward and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds, pending corrective action by the Subrecipient or a decision to terminate.
- b) Termination. Terminate the Subaward in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the Subaward. The Department will promptly notify the Subrecipient, in writing, of any non-compliance and provide Subrecipient a reasonable opportunity (not to exceed thirty (30) days) to cure, if cure is possible. If cure cannot be,

or has not been, made, the Department will notify Subrecipient, in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Subrecipient or recoveries by the Department under subawards terminated for cause will be in accord with the legal rights and liabilities of the parties. Further, any costs previously paid by the Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants (if any).

Section 4 – Non-Compliance Termination

If the Department determines that the Subrecipient materially fails to comply with any term of this Subaward, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, the Department, in its sole discretion may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or more severe enforcement action by the Department;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the Subrecipient from applying for or receiving additional funds for other grant programs administered by the Department until repayment to Department is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of the Department;
8. Terminating this Subaward Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

Section 5 – Outstanding Obligations

The Department, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Subrecipient's costs resulting from obligations incurred during a suspension or after termination of this Subaward are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently.

ARTICLE VII – OTHER CONTRACTUAL CONDITIONS

Section 1 – Verification of Work Eligibility Status for New Employees

The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this

Subaward. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska *also applies to any and all subcontractors utilized by the Subrecipient* in performing this Subaward. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this Subaward which could result in the Department declaring Subrecipient to be in default on the Subaward.

Section 2 - Debarment, Suspension, and Ineligibility

By executing this Subaward, Subrecipient certifies, represents, and warrants that the Subrecipient and all contractors, subcontractors, suppliers, consultants, or their agents or representatives in any transaction to be used by Subrecipient in performing this Subaward are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions any federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and 24 C.F.R. Part 24 (government debarment and suspension regulations).

Subrecipient agrees to immediately notify the Department if the Subrecipient or any of its contractors, subcontractors, suppliers, consultants, or their agents or representatives in any transaction become sanctioned or debarred. The Subrecipient acknowledges that suspension or debarment or the use of suspended/debarred contractors, subcontractors, suppliers, consultants, or their agents or representatives is cause for termination of this agreement.

Section 3 - Universal Numbering System and Registration Requirements

The Subrecipient agrees to comply with requirements established by the Office of Management and Budget ("OMB") concerning Unique Entity Identifier (UEI) and registration with the Federal System for Awards Management ("SAM"), and continued maintenance of such participation and registration.

Section 4 - Authorization of Project Publicity, Information Sharing, and Events

Prior to announcing or referring to the grant or grant activities in news releases, press conferences, or other media, the Subrecipient must inform the Department and include the following reference to the funding made available for the grant under this Subaward.

"This project [is being][was] supported, in whole or in part, by federal award number SLFRP1965 awarded to the City of North Platte, as a subawardee, of the funds awarded to the State of Nebraska (Department of Economic Development) from the U.S. Department of Treasury."

The Subrecipient also agrees to allow the Department to issue news releases and otherwise share

information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Subrecipient prior to releasing information about the Project.

Furthermore, Subrecipient agrees to provide the Department with notice and access to all community events and activities that arise out of the use of the grant funds. Notice of at least 14 business days shall be given to the Department for all events and activities. Access to events and activities shall include admission free of charge for at least three (3) Department representatives.

Section 5 - Notification of Project Staff Changes

The Subrecipient will make reasonable efforts to keep the Department informed of changes in Subrecipient’s staff that relate to the project such as the departure of key persons.

Section 6 - Mandatory Disclosures

Subrecipient must immediately disclose to the Department, or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of the funds provided under this Subaward.

Section 7 – Notice

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in this agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the U.S. mail. Notices shall be sent to the following addresses:

State of Nebraska: Department of
Economic Development:

Nebraska Department of Economic Development
Attn: Legal Department
245 Fallbrook Blvd, Suite 2
Lincoln, NE 68521

City of North Platte:

City of North Platte
Attn: Mayor Brandon Kelliher
211 West 3rd Street
North Platte, NE 69101

Section 8 - Force Majeure

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Subaward due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the Subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain relief based on a Force Majeure Event, the Subrecipient must file a written request for such relief with

the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

Section 9 - Designation of Officials to Execute Subaward and Amendments

The Director of the Department (or his or her designee) is the official authorized to execute this Subaward and any amendments to this Subaward, on behalf of the Department.

The Subrecipient or the Department may request amendments to this Subaward. Amendments will not be effective until mutually agreed to in writing by both parties.

Section 10 - Waivers in Writing; No Assignment of Interest; Severability

No conditions or provisions of this Subaward can be waived unless approved by the Department in writing.

The Subrecipient will not assign any interest in this Subaward without the written consent of the Department.

Subrecipient shall not subcontract any of their duties or obligations under this Subaward Agreement without the express written agreement of the Department.

If any provision under this Subaward or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this Subaward.

Section 11 - State Non-Liability/Hold Harmless

The Subrecipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon, or arising out of, any activities performed by the Subrecipient, or by their associates, employees, contractors, and subcontractors under this Subaward.

Section 12 - Relationship of the Parties

Nothing in this Subaward should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims, on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination,) against the Subrecipient, its officers, or its agents will in no way be the responsibility of the Department. Subrecipient will hold the Department harmless from any and all such claims.

Section 13 - Permits and Licenses, Compliance with Applicable Law

The Subrecipient will procure and pay for all permits, licenses, and approvals necessary for the execution of this Subaward, and completion of the Program.

In addition to compliance with law as may be specifically provided in this Subaward, the Subrecipient will comply with all applicable federal and state laws, ordinances, rules, and regulations relating to the activities carried out by Subrecipient under this Subaward.

Section 14 - Drug Free Workplace

Subrecipient certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Subrecipient agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

Section 15 – Insurance

Subrecipient agrees to purchase and maintain through the Subaward period, at its own expense, the insurance coverages listed below and will furnish evidence of insurance coverage to the Department within 30 days of the execution of this Subaward.

Notice of cancellation of any required insurance policy must be submitted to Program Manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises	\$50,000 any one fire
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$2,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
Aggregate	\$3,000,000
SUBROGRATION WAIVER	
"Waiver of Subrogation on the Workers' Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate Holder, is an additionally insured, primary and noncontributory on the General Liability."	

Section 16 - Political Activity

No portion of the funds provided to Subrecipient will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to influence the approval or defeat of any ballot issue.

Section 17 - Closeout

Subrecipient shall comply with grant closeout procedures as specified by the Department to ensure a timely closeout, in accordance with 2 CFR 200.343 and 2 CFR 200.344.

The closeout of the grant provided under this Subaward Agreement does not affect the right of the Department or any duly authorized official of the State or Federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. The obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this grant, or termination of this Subaward Agreement.

Section 18 - Compliance With 2 C.F.R. Part 200

The Subrecipient agrees to fully comply with applicable Federal and State law, including but not limited to, 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,) and the U.S. Treasury's Coronavirus State and Local Fiscal Recovery Funds program requirements or guidance, as well as any reasonable procedures and requirements that the Department may prescribe. In particular, the Subrecipient agrees to establish internal controls, including oversight and monitoring processes and procedures, in order to have reasonable assurance that the Subrecipient is administering and/or carrying out activities and services in compliance with applicable law and the terms and conditions of this Subaward Agreement.

Section 19 - Reporting Subaward and Executive Compensation Information

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

Section 20 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

The Office of Management and Budget's ("OMB") Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Section 21 - Maintenance and Access to Records

Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of

Subrecipient to conduct audits or other investigations.

Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Section 22 - Federal Regulations Applicable to this Subaward

The Subrecipient must comply with all policies established by the Department and all Federal regulations listed within this Subaward, including those listed below.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward.
2. Universal Identifier and System for Award Management Universal Identifier and System for Award Management (SAM), 2 C.F.R. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.
10. Any and all federal laws and regulations that apply if this Subaward is used in conjunction with other federal funding sources.

Section 23 - Statutes and Regulations Prohibiting Discrimination Applicable to this Award

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 24 – Hatch Act

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Section 25 – False Statements

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Section 26 - Debts Owed the Federal Government

Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial

written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will take any actions available to it to collect such a debt.

Section 27 – Disclaimer

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this Award.

The acceptance of this Award by Subrecipient does not in any way establish an agency relationship between the Department and the Subrecipient.

Section 28 – Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or mismanagement;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

Section 29 – Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 1927 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Section 30 – Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Subrecipient should encourage its employees, Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease

accidents caused by distracted drivers.

Section 31 - Entire Agreement; Binding Effect; Counterparts; Governing Law

This instrument, along with any attachments, the approved Application, and those items incorporated by reference, contain the entire Subaward agreement between the parties.

This Subaward will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This Subaward, or any amendment of this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

This Subaward shall be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

ARTICLE VIII -ACCEPTANCE PROVISIONS

The parties acknowledge they have read and understand this Subaward, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>DocuSigned by: <i>Dan Curran</i> By: <u>265D3E07523447E</u></p> <p>(Signature of Authorized Official)</p> <p><u>Dan Curran / Deputy Director of Programs</u> (Typed or Printed Name/Title)</p> <p><u>245 Fallbrook Blvd, Suite 002</u> (Street Address)</p> <p><u>Lincoln, Nebraska, 68521</u> (City, State, Zip)</p> <p><u>2/8/2023</u></p> <p>(Date)</p>	<p>CITY OF NORTH PLATTE</p> <p>DocuSigned by: <i>Brandon Kelliher</i> By: <u>77AE14E5C1E7439</u></p> <p>(Signature of Authorized Official)</p> <p><u>Brandon Kelliher / Mayor</u> (Typed or Printed Name/Title)</p> <p><u>211 West 3rd Street</u> (Street Address)</p> <p><u>North Platte, Nebraska, 69101</u> (City, State, Zip)</p> <p><u>2/6/2023</u></p> <p>(Date)</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------