

**SUBRECIPIENT AGREEMENT
BETWEEN ADAMS COUNTY AND THE COMMUNITY FIRM (D/B/A COVID
EVICTIION DEFENSE PROJECT)
REGARDING DISBURSEMENT OF EMERGENCY RENTAL ASSISTANCE FUNDS**

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is made this _____ day of _____, 2021, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 (“County”) and The Community Firm (d/b/a COVID Eviction Defense Project) located at 410 Acoma Street, #311, Denver, CO 80204 (“Subrecipient”), (collectively “Parties”) for the purpose of disbursing emergency rental assistance funds.

WITNESSETH:

WHEREAS, Adams County was granted funding through the Consolidated Appropriations Act, 2021, Public Law 116-260. Division N, Section 501(a) of the Act enacted December 27, 2020 (“ERA 1”) which made funding available from the United States Treasury (“Treasury”) for the purpose of providing rental and utility assistance to eligible households in Adams County; and

WHEREAS, Adams County awarded ERA 1 to the Subrecipients under a separate agreement (“ERA 1 Agreement”) to disperse ERA 1 to eligible households in Adams County; and

WHEREAS, Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (the “ERA 2”), authorizes the Treasury to provide a second round of funding to certain eligible grantees for emergency rental assistance; and

WHEREAS, Adams County has been granted \$11,176,138.60 in ERA 2 funds and desires to collaborate with local, nonprofit housing assistance providers to disperse these funds; and

WHEREAS, pursuant to the terms of this Agreement, the County wishes to partner with the Subrecipient to disburse ERA 2 funds and the Subrecipient wishes to operate as a Subrecipient of ERA 2 funds to provide assistance to eligible Adams County residents through the Adams County Emergency Rental Assistance Program (“ERA Program”); and

WHEREAS, The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, and welfare of all the people who have experienced economic distress because of coronavirus pandemic.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. PROJECT SCOPE

The Subrecipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Subsection (d) of Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and the guidance issued by the Treasury regarding the Emergency Rental Assistance program established under ERA 2. Subrecipient

agrees to carry out the services described in Scope of Services, Exhibit A, in a lawful, satisfactory, and proper manner, and in accordance with written policies and procedures as may be prescribed by the County and the Treasury. ERA 2 funds shall be spent solely for the costs set forth in ERA 2, as well as the guidance issued by the Treasury and the Adams County Emergency Rental Assistance Program Policies and Procedures (“Policies and Procedures”). Further, the Subrecipient agrees to comply with all reporting obligations established by the County and the Treasury.

Any changes to the services described in Exhibit A shall be approved by written Amendment executed by both Parties. The authority of the County to amend Exhibit A lies with the Director of Community & Economic Development or his or her designee, who may approve changes in writing, provided the changes do not (i) extend the terms of this Agreement, (ii) increase the amount payable hereunder as identified in Section 3 below, or (iii) constitute a major modification of this Agreement under applicable federal law. This is a fixed cost Agreement, and the amount listed in the “Award Amount” section shall cover all direct and indirect costs, services, materials, equipment, and supplies used or expended pursuant to this Agreement. All exhibits are attached hereto and incorporated herein by this reference as if fully set forth herein.

II. AWARD

- A. County will disburse a maximum of **Two Million, Six Hundred Fifty Four Thousand, Three Hundred Thirty Two Dollars, and Eighty-nine Cents (\$2,654,332.89)** (“Grant Amount”) to the Subrecipient. Payments will be disbursed to Subrecipient in two parts, only after County receives an invoice from Subrecipient for each payment, and as outlined below in Section III.
- B. Of this disbursement, Subrecipient may utilize up to 10 percent (10%) of the Grant Amount for administrative costs (“Administrative Costs”) directly related to carrying out the ERA Program. Administrative expenses are considered direct administrative costs and include housing stability services for providing the financial assistance to households.

In the event Subrecipient does not need its full budgeted Administrative Costs allowed under this Agreement, Subrecipient may utilize its Administrative Costs amount to provide rental and utility assistance to eligible applicants.

- C. Subrecipient understands and agrees that the County’s obligation to disburse these ERA 2 funds is expressly contingent upon the County receiving said funds from the federal government. In the event the federal government fails to remit said funds, or reduces said funds, the County may reduce or terminate its payment accordingly. No Adams County funds shall be encumbered or involved in this Agreement.
- D. Subrecipient shall maintain segregated accounts of grant funds and other organizational funds and make those records available to the County upon request. All receipts and expenditures associated with the ERA Program shall be documented in a detailed and specific manner, in accordance with the Project Budget in Exhibit A.

- E. If an audit is performed on Subrecipient's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with the County, Subrecipient shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq.
- F. Subrecipient shall use interest earned from grant funds for the specific purpose of the grant or return interest to the County at the end of the agreement term, as per 2 CFR § 200.400(g).
- G. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number ERAE0292 awarded to Adams County, Colorado by the U.S. Department of the Treasury."

III. METHOD OF PAYMENT

- A. Subrecipient shall request funding by submitting an invoice to the Adams County Community & Economic Development Department, Community Development Division.

Payments will be made in two (2) parts. Part 1 is 40 percent (40%) the Grant Amount awarded under this Agreement. Part 1 is available and can be requested when 90 percent (90%) of ERA 1 is expended per the ERA 1 Agreement. Part 2 will be 60 percent (60%) of the Grant Amount. Part 2 can be requested when part 1 is 25 percent (25%) obligated..

- B. In no event shall the County be liable for or pay any indirect costs, overruns, or additional amounts in excess of the fixed costs; provided, however, that this provision shall not prevent fixed costs in Exhibit A from being increased or decreased by a written amendment to this Agreement.

IV. TERM

This Agreement shall be effective on the date written at the beginning of this Agreement and shall terminate when the work described in Exhibit A is complete, or September 30, 2022, whichever is sooner.

Any ERA 2 funds not obligated and/or expended by September 30, 2022 shall be returned to the County so that the County may reallocate ERA 2 funds. An extension to this Agreement may be made through a mutually executed amendment.

V. DATA PROTECTION

Subrecipient agrees any personal identifiable information ("PII"), as defined in C.R.S. § 24-73-101, provided by the applicant and/or landlord for the purposes of participating in the ERA Program will be utilized for the sole purpose to determine eligibility to receive assistance. Misuse of PII will result in the termination of this Agreement.

Subrecipient shall destroy or properly dispose of the PII in a manner that is compliant with C.R.S. § 24-73-101 when that PII is no longer needed for the performance of this Agreement. Subrecipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the PII obtained; and reasonably designed to help protect the PII from unauthorized access, use, modification, disclosure, or destruction.

In the event of a security breach, as defined in C.R.S. § 24-72-103, that compromises computerized data that includes PII subject to this Agreement, Subrecipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of PII about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

VI. RECORDS AND REPORTS

Subrecipient must submit reports on the expenditure of its ERA 2 funds, including the amount and purpose of each expenditure, to the County monthly by the 15th day of the following month. Reports on the Administrative Costs shall identify the staff time and expense per application for services provided as well as any other equipment and materials cost that can be accurately assigned to the activities of the grant award (2 CFR § 200.413).

Subrecipient agrees to retain records for the ERA Program for a period of five (5) years from the date of the last expenditure under this Agreement.

VII. COMPLIANCE WITH FEDERAL REGULATIONS

- A. The Subrecipient shall comply with all the requirements of any current or future supplemental guidance issued by Treasury, and the Policies and Procedures. The County shall notify Subrecipient of changes to the Policies and Procedures in writing.
- B. The federal government imposes expenditure and accounting obligations upon local governments receiving ERA 2 funds. Subrecipient will be provided training or guidance on ERA 2 requirements and program operations. Subrecipient agrees to be solely responsible for ensuring that it spends and accounts for the ERA 2 funds received from the County in strict compliance with ERA 2 program requirements. Because ERA 2 is recent legislation, the Parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. Subrecipient shall familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, and regulations. In the event of non-compliance with its legislative and regulatory mandates, the federal government may seek reimbursement of funds it deems were not spent in compliance with its legislation and rules. In the event the federal government seeks reimbursement of funds spent by Subrecipient, the Subrecipient shall be solely responsible for reimbursing said funds, and, in the event the federal government seeks reimbursement of funds spent by Subrecipient from County, then Subrecipient shall reimburse County for

any funds returned by County on the Subrecipient's behalf within thirty (30) days of County's reimbursement.

- C. Subrecipient agrees to prevent and report to the County any issues of fraud, waste, and abuse. Subrecipient must follow the guidance listed in the Policies and Procedures and have internal controls in place to prevent fraud, waste, and abuse.
- D. Subrecipient agrees to take reasonable and necessary measures to prevent duplication of benefits to ERA Program beneficiaries.
- E. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - vi. Conflict of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the Grant Award in accordance with 2 C.F.R. § 200.112.

VIII. INFORMATION FOR SUBAWARDS

Pursuant to 2 CFR § 200.332(a), Subrecipient understands that it is a subrecipient of a subaward and is aware of and agrees to the following:

- Federal Award Identification: Emergency Rental Assistance Program
- Federal Award Identification Number (FAIN): ERAE0292
- Catalog of Federal Domestic Assistance (CFDA) Number: 21.023
- Federal Award Date: May 10, 2021
- Subaward Period of Performance for ERA 2: March 11, 2021 to September 30, 2022
- Federal Awarding Agency: United States Department of the Treasury
- Name of Pass-Through Entity: Adams County, Colorado
- Contact Information for Pass-Through Entity: Nancy Duncan, Director of Budget and Performance Measurement, 720-523-6276, NDuncan@adcogov.org
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for Federal Award: Not Applicable
- Federal Award Program Description: Emergency Rental Assistance (ERA 2) provides up to \$21.55 billion under the American Rescue Plan Act of 2021, which was enacted on March 11, 2021 to assist households that are unable to pay rent and utilities because of the COVID-19 pandemic. The funds are provided directly to states, U.S. territories, local governments, and (in the case of ERA1) Indian tribes or Tribally Designated Housing Entities, as applicable, and the Department of Hawaiian Home Lands.
- Right to Audit: Subrecipient agrees to cooperate with the County fully and completely in any audit of the ERA 2 funding provided to the Subrecipient pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Subrecipient's expenditure of ERA 2 funding, Subrecipient agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which Subrecipient is alleged to have used the ERA 2 funding for Subrecipient's ineligible expense.

IX. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

The Parties hereto understand and agree that Subrecipient, the County, their officers and employees are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time-to-time amended, or otherwise available to either party, their officers, or their employees.

X. NOTICES

- A. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to Parties at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Manager's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601-8206

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, Colorado 80601-8206

Adams County Community & Economic Development
4430 S. Adams County Parkway, W2000
Brighton, Colorado 80601-8206

For The Community Firm (d/b/a COVID Eviction Defense Project):

410 Acoma Street, #311, Denver, CO 80204
Attention: Zach Neumann, Executive Director

- B. The Parties each agree to designate and assign a representative to act on the behalf of said Parties in all matters related to this Agreement. Each representative shall coordinate all Agreement-related issues between the Parties, shall attend all necessary meetings, and shall be responsible for providing all available related information upon request by the County or Subrecipient. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement, but shall not be authorized to amend the terms of this Agreement.

XI. AMENDMENTS

This Agreement contains all the terms agreed upon by and among the Parties. Any amendments or modifications to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.

XII. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

XIII. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

XIV. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.

XV. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.

XVI. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of the Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

XVII. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

XVIII. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the Subrecipient and/or the County.

XIX. NO THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or party other than either one of the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

XX. INDEMNIFICATION

The County cannot, and by this Agreement does not, agree to indemnify, hold harmless, exonerate, or assume the defense of the Subrecipient or any other person or entity whatsoever, for any purpose whatsoever. Unless Subrecipient is a unit of local government, the Subrecipient shall to the extent permitted by law defend, indemnify, and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Subrecipient need not indemnify or save harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees. The Subrecipient also agrees to the extent permitted by law defend and hold harmless the County with respect to any and all claims and losses caused by its failure to comply with the ERA 2 requirements or the requirements of applicable Federal, state, and local law.

XXI. WORKERS WITHOUT AUTHORIZATION

Compliance with C.R.S. § 8-17.5-101, et seq., as amended, 5/13/08: Pursuant to C.R.S. § 8-17.5-101, et seq., as amended May 13, 2008, the Subrecipient shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Subrecipient shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)).
- B. The Subrecipient shall not knowingly employ or contract with workers without authorization to perform work under this public contract for services.

- C. The Subrecipient shall not enter into a contract with a subcontractor that fails to certify to the Subrecipient that the subcontractor shall not knowingly employ or contract with workers without authorization to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Subrecipient has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Subrecipient shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If the Subrecipient obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with a worker without authorization, the Subrecipient shall: notify the subcontractor and the County within three (3) days that the Subrecipient has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Subrecipient shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
- G. Subrecipient shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Subrecipient violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the County.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

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**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Chair

Date

ATTEST:

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

The Community Firm (d/b/a COVID Eviction Defense Project)

Zach Neumann, Executive Director

Date

ATTEST:

APPROVED AS TO FORM:

EXHIBIT A SCOPE OF SERVICES

I. INTRODUCTION

The Scope of Services outlines the activities associated with the Agreement between The Community Firm (d/b/a COVID Eviction Defense Project) (“Subrecipient”) and Adams County (“County”) to carry out the Adams County Emergency Rental Assistance Program (“ERA Program”). The funds are intended to provide emergency rental assistance and housing stability services to eligible households pursuant to Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), commonly referred to as ERA 2, in accordance with US Department of Treasury (“Treasury”) guidance. Assistance can be in the form of rent payments, rental arrears, utilities and home energy costs, and other eligible expenses, as outlined the Adams County Emergency Rental Assistance Policies and Procedures (“Policies and Procedures”).

II. SUBRECIPIENT INFORMATION

Organization Name: The Community Firm (d/b/a COVID Eviction Defense Project)

Organization EIN: 84-4867019

DUNS Number: 085095242

Address: 410 Acoma Street, #311, Denver, CO 80204

Name of Authorized Representative: Sam Gilman, COO

Phone: (202) 841-3180

E-mail: Sam@cedproject.org

III. USE OF FUNDS

The Subrecipient shall provide assistance to eligible households throughout the County only as outlined in the Policies and Procedures based on eligible areas served, prioritization, eligible uses, and Treasury Guidance. The Subrecipient shall be responsible for, but is not limited to, the following activities:

- Screening applicants through prioritization standards and determining applicant eligibility, in accordance with the Policies and Procedures.
- Issuance and payment of eligible financial assistance to property owners, property managers, utility companies, or directly to tenants for the benefit of the approved applicants pursuant to the Policies and Procedures.
- Complying with applicable local and federal laws as outlined in the Agreement.
- Ensuring data protection.
- Preventing duplication of benefits that is caused when a person, household, business, or other entity receives financial assistance from multiple sources for the same purpose and same month, and the total assistance is more than the total need.

- Complying with the reporting requirements and monitoring procedures set forth by the Agreement.
- Complying with federal laws focused on financial accounting.
- Utilizing the County's rental assistance software program, Neighborly, as the tenant and landlord application, workflow, and document management system.
- Providing Housing Stability Services as defined by the U.S. Treasury. Housing stability services are those "that enable eligible households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or promotoras that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them."

IV. SERVICE AREA

The ERA 2 Program shall serve eligible households in Adams County, excluding the City of Aurora, as outlined in the Policies and Procedures.

V. SUBRECIPIENT'S OBLIGATIONS

- A. **Applicant Assistance:** Subrecipients shall assist applicants with completing the application process and answering questions regarding the process and application, as necessary. Subrecipient will provide individualized assistance to applicants with requests for reasonable accommodations due to a disability, or those without access to or comfort with a computer/internet/smart phone. Subrecipient staff will enter applicant information, upload documents, and complete the review/approval process in Neighborly on behalf of those applicants who need assistance with completing and submitting the application electronically. All applications will be completed in the Neighborly system to ensure comprehensive program data is contained for assistance program records and for grant management (agency projected needs/reimbursement) records.
- B. **Application Screening and Processing:** Subrecipient shall review each application to ensure each tenant household has provided the appropriate documentation that the household annualized income is at or below 80% of the AMI based on one of the methods described in the Policies and Procedures.
- C. **Prioritization:** On an ongoing basis, Subrecipient shall identify the next cases to review. In general, the Subrecipient shall prioritize the review of the cases based on the following criteria or as otherwise directed by Adams County in accordance with its Policies and Procedures:

1. Households that received eviction notices, demand notices, or any other notice indicating imminent risk of eviction and these notices have been provided.
2. Application submission date
3. Households whose income is at or below 50% Area Median Income (AMI) and adequate documentation has been provided.
4. Households where one or more household members were unemployed for at least 90 days prior to the date of application and adequate documentation has been provided.
5. Other applications as prioritized by the Policies and Procedures.

D. **Grant Reporting:** Subrecipient shall provide required documentation to the County to verify that guidance from the Policies and Procedures, ERA 2 regulations, applicable federal laws, and 2 C.F.R. § 200 regulations have been followed. All beneficiary documentation for this program shall be stored in the Neighborly system or any other system launched by the County for the purpose of collection and reviewing applications for ERA.

E. **Grant Application and Reporting Software:** The Subrecipient shall use software set up by the County and Neighborly with a secured portal to administer this program. ERA administering agencies shall work with the County to get set up in the system, both to review and approve applications for assistance, and for grant funding agreement administration. Subrecipient staff will be trained through an onboarding program, as needed.

VI. DELIVERABLES.

Subrecipient shall comply with the following milestones and target dates:

- Determine eligibility of applicants – ongoing until fully expended or September 15, 2022, whichever is sooner.
- Make Payments to eligible applicants – ongoing until fully expended or September 30, 2022, whichever is sooner.
- Report on Beneficiary and Payment Data – monthly by the 15th of each month until funding is fully expended or September 30, 2022, whichever is sooner.
- Report on Administrative Costs – monthly until fully expended or September 30, 2022, whichever is sooner.

VII. PROJECT BUDGET

A. Sources.

Source	Amount
ERA 2 Grant Funds (Adams County)	\$2,654,332.89
Total Sources	\$2,654,332.89

B. Uses.

Use	Amount
Rent, Utility, or Other Assistance Payments: 90% of Award	\$2,388,899.60
Administrative Costs: 10% of grant total	\$265,433.29
Total Uses	\$2,654,332.89