

ATTACHMENT G

CONTRACT NO. CT-MAY-XXXXXXX
SUBRECIPIENT AGREEMENT
2025-2030 CLIMATE ACTION PLAN: COMMUNITY ENGAGEMENT PARTNERSHIP
[SUBRECIPIENT LEGAL NAME]

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EXHIBITS

Exhibit A	U.S. Environmental Protection Agency (EPA) grant agreement and project description
Exhibit B	Council Resolution No. 20-206, defining frontline communities
Exhibit C	2 Code of Federal Regulations (“CFR”) Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
Exhibit D	2 CFR Part 1500, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
Exhibit E	40 CFR Part 34, “New Restrictions on Lobbying”
Exhibit F	Certification Regarding Lobbying
Exhibit G	Sexual Harassment Policy for Employer Having a Contract with the City, based on Chapter 1, Article 18, Revised Ordinances of Honolulu 2021
Exhibit H	2 CFR 200.332, “Requirements for Pass-Through Entities”
Exhibit I	EPA General Terms and Conditions, effective October 1, 2023
Exhibit J	Amended Grants Policy Issuance (GPI) 16-01; EPA Subaward Policy

CONTRACT NO. CT-MAY-XXXXXXX
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2025-2030 CLIMATE ACTION PLAN: COMMUNITY ENGAGEMENT PARTNERSHIP
[SUBRECIPIENT LEGAL NAME]

ASSISTANCE LISTING NUMBER 66.046

THIS SUBRECIPIENT AGREEMENT (this “Agreement”) is by and between the CITY AND COUNTY OF HONOLULU (“City”), a municipal corporation of the State of Hawai‘i, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawai‘i 96813, and [SUBRECIPIENT’S LEGAL NAME] (the “Subrecipient”), UEI #[SUBRECIPIENT’S UEI], a Hawai‘i nonprofit corporation, whose principal place of business and mailing address is [SUBRECIPIENT’S ADDRESS] (collectively, “the Parties”).

On July 25, 2023 the City was awarded \$1,000,000.00 from the U.S. Environmental Protection Agency (“EPA”) under the *Inflation Reduction Act* for the *Climate Pollution Reduction Planning Program* (FAIN 98T74101), see Exhibit A for the grant agreement and project description and Exhibit I for EPA General Terms and Conditions. The overall objective of this grant is to fund a comprehensive update to the City’s existing Climate Action Plan that will prioritize climate action strategies that the City can pursue to drive down carbon pollution and maximize community benefits from 2025-2030 in alignment with the ultimate 2045 zero emissions target. The work plan included a component for subrecipient awards to community based organizations (“CBOs”) for the purpose of community engagement to be incorporated in the development of the City’s Comprehensive Climate Action Plan (“CCAP”). The City has allocated a total of \$200,000.00 of these funds for this purpose to be awarded to various CBOs.

The EPA is the federal awarding agency and the City, through its Office of Climate Change, Sustainability and Resiliency (“CCSR”), is the pass-through entity. The Subrecipient is a community-based nonprofit organization that is qualified to perform the services required by the terms of this Agreement.

The Subrecipient will work with frontline communities (see Exhibit B for definition of frontline communities) who are interested in partnering with the City to directly guide the development of the 2025-2030 Climate Action Plan (“CAP”) Update and indirectly shape the City’s CCAP. The CCAP differs from the CAP in that the CCAP is a deliverable to the EPA by the City and the CAP is a deliverable to the City by CCSR. The Subrecipient will plan and implement engagement in their communities to identify and prioritize climate actions that align with immediate community needs. The direct results of the Subrecipient engagement will be used to inform the development of the CAP, while the CAP will inform the CCAP. Overall, CCSR aims to strengthen the relationship with the Subrecipient to facilitate open dialogue to understand community needs and foster ways the City can support community-led efforts.

The City agrees to grant to the Subrecipient up to TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for Stage 1 and, upon execution of an amendment, up to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) for Stage 2 of working with the City on the *2025-2030 CAP: Community Engagement Partnership* (the “Project”).

IN CONSIDERATION of the foregoing and the parties' respective rights and obligations stated below, the City and the Subrecipient agree as follows:

- (1) **SCOPE OF SERVICES.** The Subrecipient shall use the Grant funds allotted to complete up to two stages of community engagement as described herein, with an optional withdrawal from the Project once Stage 1 is complete.

A. **Stage 1**

Timeline: [MONTH-MONTH 202X] (4 months)

In the first stage of the work, the Subrecipient will be tasked with developing a Climate Action Engagement Plan for their identified community through a series of activities as described below:

(1) **Activities**

- (a) Participate in 2 half-day workshops with CCSR and other Project Subrecipients.
- (b) Participate in monthly meetings with CCSR (virtual or in-person).
- (c) Complete a Community Needs Assessment activity (e.g. survey, group meeting, individual and small group interviews, etc.).
- (d) Complete a Pilot Engagement Activity.
- (e) Create a Climate Action Engagement Plan.

The Subrecipient will provide the following deliverables throughout Stage 1:

(2) **Deliverables**

- (a) **Monthly Program Progress Reports:** The monthly reports shall include the status of ongoing and completed activities. CCSR will provide a template.
 - Due by the 10th of the following month, if the 10th falls on a weekend then it will be due by the next business day.
- (b) **Pilot Engagement Activity Insights and Reflection Report:** The Subrecipient shall develop, implement and evaluate a Pilot Engagement Activity. The Subrecipient shall complete a Pilot Engagement Activity Insight and Reflection Report based on their development, implementation and evaluation of the Pilot Engagement Activity. CCSR will provide prompts to assist in the assessment of the Pilot Engagement Activity.
 - Due [MONTH XX, 202X].
- (c) **A Climate Action Engagement Plan:** The Subrecipient shall submit a Climate Action Engagement Plan that (1) addresses community concerns, interests, and priorities (2) aligns community needs and project goals; and (3) provides best practices for future city engagement.
 - Due [MONTH XX, 202X].

B. **Optional Withdrawal**

The City will allow for the Subrecipient to withdraw from the Project once Stage 1 is complete.

By [MONTH XX, 202X], the Subrecipient shall email the Chief Resilience Officer & Executive Director or designee ("Officer-in-Charge" or "OIC") with their intention to

continue to Stage 2 of the Project as outlined above, or to withdraw from the Project after completion of all Stage 1 activities and deliverables.

If the Subrecipient chooses to continue to Stage 2 and implement their Climate Action Engagement Plan, the Parties will need to sign an amendment and the Subrecipient will be awarded the additional \$40,000.00 for Stage 2.

If the Subrecipient chooses to withdraw from the Project they will be required to attend an appointment for a final evaluation meeting with CCSR prior to Stage 1 end date. Their total award will constitute the \$10,000.00 dedicated to Stage 1 as outlined in Section 5. Payment, as long as all activities and deliverables are met.

C. Stage 2:

Timeline: [MONTH-MONTH 202X] (11 months)

In Stage 2, the Subrecipient shall lead the implementation of their Climate Action Engagement Plan, with the incorporation of insights from the activities of Stage 1. The Subrecipient shall also provide recommendations from their review of the Draft City Climate Action Plan for City incorporation into the City's final 2025-2030 Climate Action Plan.

(1) Activities

- (a) Implement the community engagement as outlined in the Subrecipient's Climate Action Engagement Plan.
- (b) Participate in monthly meetings with CCSR (virtual or in-person).
- (c) Participate in 2 meetings with the CAP team and other Project Subrecipients.
- (d) Review the draft CAP and provide feedback and recommendations to the City. Review of the draft CAP is for two primary purposes:
 - To ensure careful implementation by the City of gained community knowledge; and
 - To provide the City additional feedback on the overall plan.

(2) Deliverables

- (a) **Monthly Program Progress Reports:** The monthly reports shall include the status of ongoing and completed activities. CCSR will provide a template.
 - Due by the 10th of the following month, if the 10th falls on a weekend then it will be due by the next business day.
- (b) **Climate Action Engagement Plan Insights and Reflection Report:** The Subrecipient shall provide a final report documenting their Climate Action Engagement Plan Activity. The primary purpose of this report is to guide the City's ongoing plan development and implementation. Reports or portions of reports may be included as appendices in the final CAP published by the City.

- Due [MONTH XX, 202X].

(c) **Recommendations from the review of the DRAFT CAP:** The Subrecipient shall review and provide recommendations regarding the draft CAP.

- Due [MONTH XX, 202X].

(2) **TERM OF AGREEMENT.** This Agreement shall be effective from _____, the date of execution by the Parties, and shall remain in effect through [MONTH XX, 202X]. The Subrecipient shall not perform any services required by this Agreement until the Agreement is executed by the Parties. All activities and services required by this Agreement shall be completed during the following project periods: Stage 1: _____ through [MONTH XX, 202X] and upon execution of a contract amendment, Stages 2 and 3: TBD, but no later than [MONTH XX, 202X].

If the Subrecipient elects to proceed to Stage 2, Stage 2 will commence upon execution of a written contract amendment by the Parties. If the Subrecipient withdraws, they are required to attend a final evaluation meeting with CCSR prior to the end of Stage 1 and will not continue to Stage 2.

(3) **AMENDMENTS.** The Parties may amend this Agreement via written amendment signed by the Parties.

Notwithstanding any provision herein to the contrary, during the term of this Agreement, the City reserves the right, at any time, to amend this Agreement in order to assure compliance with all EPA, City, State of Hawai'i and federal statutes, laws and regulations, provided that such amendments are within the general scope of this Agreement. The City shall provide all such amendments in writing to the Subrecipient. The Subrecipient agrees that it shall immediately take any and all reasonable steps to comply with such amendments and to not jeopardize the grant.

(4) **AMOUNT OF GRANT TO SUBRECIPIENT.**

- A. The City agrees to grant the Subrecipient, a total sum not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for Stage 1 (the "Grant Funds").
- B. If an amendment is executed to proceed to Stage 2, an additional amount up to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) will be added to the AGREEMENT for a total contract amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).
- C. The Parties agree that the Agreement is (1) an agreement to pay up to the grant amount only out of the City's award of EPA funds received under the EPA Grant Agreement (FAIN 98T74101), and (2) shall not be construed as a general agreement to pay out of any other funds held by the City.
- D. Any funds remaining at the end of the Project Period shall revert to the City.

- (5) PAYMENT. Each deliverable submitted by the Subrecipient must be accompanied by an invoice, and, in turn, CCSR will provide the Subrecipient a CCSR Monthly Program Progress Report. Payment will be made in accordance with the Deliverable and Payment Schedule upon receipt of invoice and satisfactory deliverable submission, except that the City may withhold or suspend any and all payments to the Subrecipient if any of the provisions of Section 16 of this Agreement apply.

Stage 1 – Deliverable and Payment Schedule:

Due Date	Submission by Subrecipient	Invoice Amount	CCSR Provides to Subrecipient
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$1,500.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$1,500.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Pilot Engagement Activity Insights and Reflection Report	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Climate Action Engagement Plan	\$3,000.00	CCSR Monthly Program Progress Report

Stage 2 – Deliverable and Payment Schedule:

Due Date	Submission by Subrecipient	Invoice Amount	CCSR Provides to Subrecipient
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$5,600.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$5,600.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$5,600.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report	\$5,600.00	CCSR Monthly Program Progress

	(covers activities from [XX-XX, 202X])		Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$5,600.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Climate Action Engagement Plan Insights and Reflection Report	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Recommendations from review of the City's Draft 2025-2030 Climate Action Plan	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$2,000.00	CCSR Monthly Program Progress Report
[MONTH XX, 202X]	Monthly Program Progress Report (covers activities from [XX-XX, 202X])	\$2,000.00	CCSR Monthly Program Progress Report

- (6) **INSPECTIONS AND MONITORING.** Subrecipient agrees that the EPA, the City, the City's third-party audit consultant, Treasury, the United States Inspector General, or any other department or branch of the United States Government may audit and inspect the Subrecipient's books and accounting to verify compliance with applicable federal laws, regulations, and policies.

On a monthly basis throughout the Project Period, the City will make a determination as to whether the Subrecipient (a) has complied with the terms of this Agreement; and (b) has the continuing capacity to complete the Project in a timely manner. The City may withhold payments to the Subrecipient if the City determines, in its sole and absolute discretion, that the Subrecipient has not complied with the terms of this Agreement or the Subrecipient does not have the capacity to complete the Project in a timely manner.

The City may maintain records pertaining to the Subrecipient's performance on contracts with the City. The Subrecipient may be required to participate in performance assessment activities in accordance with a performance assessment plan that shall be

prescribed by the City during the performance of the Agreement. Subrecipient performance records may be used to determine the Subrecipient's responsibility, qualifications, and eligibility for the award of future contracts with the City.

- (7) STANDARDS OF CONDUCT. The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by funds provided under this Agreement if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- (8) SUBCONTRACTING. The Subrecipient shall not subcontract any part of the services under this Agreement without the prior written consent of the Officer-in-Charge. Written consent will specify the clearance of the subcontractors of the United States General Services Administration's List of Parties Excluded from Federal Procurement of Nonprocurement Programs.
- A. Procurement Procedures. The Subrecipient shall comply with the Procurement Standards in 2 CFR Part 200 including those requiring competition when the Subrecipient acquires goods and services from contractors (including consultants). In addition, the Subrecipient shall:
- (1) Avoid the purchasing unnecessary or duplicative items.
 - (2) Where appropriate, an analysis shall be made of lease, purchase, and hiring contractual employee alternatives, and any other appropriate analysis to determine the most economical approach.
 - (3) Make affirmative efforts to utilize small businesses, minority-owned firms, and women's business enterprises.
 - (4) A price or cost analysis in connection with every procurement action shall be documented and maintained for review by the City or EPA officials.
 - (5) Procurement records and files for purchases shall include the following:
 - (a) Rationale for the method of procurement;
 - (b) Basis for contractor selection;
 - (c) Justification for lack of competition when competitive offers are not obtained; and

- (d) Basis for award cost or price.
- B. Subrecipient shall make available, upon request by the City, the EPA or their authorized representatives, pre-award review and procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. as may be required or authorized by State or Federal law or regulation.
- C. Contract Administration. A record keeping system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract, and to ensure adequate and timely follow-up of purchases. All subcontract agreements entered into by the Subrecipient shall be in writing. The Subrecipient shall evaluate contractor performance and document as appropriate, whether contractors have met the terms, conditions, and specifications of the contract. Any cost incurred prior to the execution of a written subcontract agreement shall not be eligible for payment with funds under this Agreement.
- (9) REVERSION OF ASSETS. The Subrecipient is prohibited from disposing of any equipment or supplies, as defined by 2 CFR § 200.1, acquired with Grant Funds under this Agreement, without first receiving the prior written consent of the City.
- (10) CONFLICT OF INTEREST. The Subrecipient agrees to abide by the provisions of 2 CFR Part 200, which include (but are not limited to) the following:
- A. Conflicts prohibited. No person described in subsection (B) of this Section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- B. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- C. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- D. The Subrecipient shall have systems in place to address, resolve and disclose conflicts of interest, and disclose any conflicts of interest to the City.
- (11) INDEMNITY. The Subrecipient shall indemnify, defend and hold harmless the City and the EPA, and their respective officers, agents, representatives, and employees from any liability, actions, claims, suits, damages, or costs arising out of or resulting from the acts or omissions of the Subrecipient, its officers, employees, agents or contractors occurring during or in connection with the Project activities that may be funded, in whole or in part,

from Grant funds provided to the Subrecipient under this Agreement, including but not limited to actions by the EPA against the City resulting from Subrecipient's breach of agreement or other applicable laws, rules and regulations. The provisions of this Section shall survive the termination of this Agreement.

(12) INSURANCE REQUIREMENTS.

- A. The Subrecipient shall procure or cause to be procured and maintain (as provided herein), at no cost to the City, during the term of this Agreement and any extensions thereof, all insurance to cover the operations under this Agreement, that may be required under the laws, ordinances or regulations of any governmental authority, including but not limited to the following:
- (1) Workers Compensation and Employers Liability Insurance. The Subrecipient shall maintain workers compensation and employers' liability insurance. Workers' compensation coverage shall be in accordance with State statutes. Employers' liability coverage shall provide limits of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee, \$500,000.00 aggregate, for bodily injury by disease. The policy shall include a waiver of subrogation in favor of the City.
 - (2) Commercial General and Umbrella Liability Insurance. The Subrecipient shall maintain commercial general liability (CGL), and if necessary commercial umbrella insurance, with a limit of not less than \$1,000,000.00 each occurrence, and general aggregate. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The City shall be included as an additional insured under the CGL for the full limits carried by the Subrecipient even if such limits exceed the requirements. The policy(ies) shall contain a waiver of subrogation in favor of the City.
 - (3) Business Automobile and Umbrella Liability Insurance. If the Subrecipient intends to use a motor vehicle in the performance of the work under the contract, the Subrecipient shall maintain business auto liability insurance with limits of not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used by Subrecipient in the performance of this contract. The City shall be included as an additional insured, and if necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. The insurance specified above shall:
- (1) Provide that such insurance is primary coverage with respect to all insureds for claims arising from Subrecipient's negligent acts and/or omissions or misconduct; and that any insurance (or self-insurance) carried by the City shall be excess and non-contributing;

- (2) Contain a standard Cross Liability endorsement providing that the insurance applies separately to each insured, applicable to policies specified in A. (2) and A. (3) above;
 - (3) Not be terminated, canceled, nor renewed or substantially changed without THIRTY (30) DAYS prior written notice to the City, except for non-payment of premium;
 - (4) Be written on an "Occurrence" form of policy, unless otherwise specifically approved by the City; and
 - (5) Be provided by insurers authorized to do business in the State of Hawai'i, and with a current A.M. Best's rating of not less than A-, or otherwise as approved by the City.
- C. The Subrecipient will provide and maintain current certificates of insurance, prepared by a duly authorized agent, or if requested, copies of the policies, evidencing the insurance in effect at all times during the term of this Agreement as required herein, to the City.
- D. The City reserves the right to require additional kinds or amounts of insurance.
- (13) CITY'S COSTS AND EXPENSES. The Subrecipient will pay to the City on demand all costs, including but not limited to reasonable attorney's fees, incurred by the City in enforcing any of the terms of this Agreement, in remedying any breach of the terms of this Agreement by the Subrecipient, for taxes, or other charges payable by the Subrecipient to which the City shall be party without any fault on its part.
- (14) STATUTORY AND REGULATORY COMPLIANCE.

- A. The Subrecipient is subject to the same requirements as those that apply to the City to ensure that the EPA award ("EPA Award") set forth in the *EPA Grant Agreement*, attached as Exhibit A and Exhibit I hereto, is used in accordance with all applicable Federal, State, and City laws, rules and regulations, and with all terms, conditions and requirements governing the EPA Award, including but not limited to those mandated by the EPA regarding the *Climate Pollution Reduction Planning Program* and all applicable EPA policies (collectively, "Requirements"). The Subrecipient must also ensure that its lower-tiered contractors comply with the Requirements through the terms of their subaward agreements or by other effective means, as applicable. In cases where Federal, State or City laws, rules or regulations address similar issues, the Subrecipient shall comply with the most stringent law, rule or regulation.

The Subrecipient agrees to comply with the following Requirements and all other laws, rules, regulations and policies, as applicable:

- (1) *EPA Grant Agreement* (FAIN 98T74101), attached as Exhibit A - Among other things, the *EPA Grant Agreement* requires the following:
 - (a) *Cybersecurity* – If the Subrecipient's network or information

system is connected to EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange, the Subrecipient agrees to contact the EPA to ensure that its connections meet EPA security requirements.

- (b) *Quality Assurance* – For awards involving *environmental information* (see 2 CFR § 1500.12), the Subrecipient must develop and implement quality assurance planning documents in accordance with the *EPA Grant Agreement*.
 - (c) *EPA Logo* –An EPA logo that appears along with logos from other participating entities must not be prominently displayed to imply that the EPA is conducting the Subrecipient's activities, and must be accompanied with a statement regarding the EPA's financial support under an assistance agreement.
- (2) *EPA General Terms and Conditions*, effective October 1, 2023, or later. Among other things, *EPA General Terms and Conditions* requires the following:
- (a) *Management Fees or similar charges* ("Management Fees") – Management Fees in excess of the direct costs and approved indirect rates are not allowable, per EPA policy. Management Fees refers to expenses added to direct costs in order to accumulate and reserve funds for ongoing expenses, unforeseen liabilities, or similar costs that are not allowable under the EPA Award. Management Fees may not be used to improve or expand the Project except to the extent authorized as a direct cost of carrying out the scope of work.
 - (b) *Federal Employee Costs* –Project funds (including funds contributed by the City as cost sharing) may not be used to pay for costs associated with Federal participation in this Project, including the travel of Federal employees, unless a Federal agency will be providing services to the City or Subrecipient as authorized by a Federal statute.
 - (c) *Foreign Travel* - Prior EPA approval is required before funds available under this Agreement may be used for international travel, unless the trip(s) are already described in the EPA-approved budget for this Agreement.
 - (d) *The Fly America Act and Foreign Travel* - All foreign travel funded under this Agreement must comply with the *Fly America Act*. All travel must be on certified U.S. air carriers (see 49 U.S.C. § 40118), to the extent that service by such carriers is available, even if foreign air carrier costs are less.
 - (e) *Union Organizing* - Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for

other funds.

- (3) *EPA Subaward Policy (Amended Grants Policy Issuance (GPI) 16-01) (Exhibit J).*
- (4) *Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and EPA - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1500, as applicable. The Subrecipient must comply with these regulations (which include cost or price analysis for applicable procurement actions) when awarding procurement contracts, making subawards, and incurring other costs paid through EPA financial assistance. These regulations require, among other things:*
 - (a) *Mandatory disclosures (2 CFR § 200.113) – The Subrecipient must timely report, in writing, all violations of Federal criminal law involving fraud or bribery, or gratuity violations potentially affecting this federal award, to the City and the EPA.*
 - (b) *Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216) – The Subrecipient is prohibited from obligating or expending grant funds to procure or obtain equipment, services, and/or systems that use certain covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See also Section 889 of PL 115-232.*
 - (c) *Domestic preferences for procurements (2 CFR § 200.322) – The Subrecipient must, to the greatest extent practicable, exercise preferences for the purchase, acquisition, or use of goods, products, or materials produced in the United States, and impose this requirement in all subawards.*
 - (d) *Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 CFR § 200.332(a) and Appendix II), as applicable. In addition, the Subrecipient agrees to impose requirements on its subrecipients so that the EPA Award is used in accordance with Federal statutes, regulations and the terms and conditions of the award.*
 - (e) *Access to records (2 CFR § 200.337) – The Subrecipient agrees that the EPA and the EPA Office of Inspector General (OIG) may access any documents, papers, or other records, including electronic records, of the Subrecipient that are pertinent to this subaward. This right of access also includes timely and reasonable access to the Subrecipient's personnel to conduct interviews related to such records, and continues as long as the records are retained.*

- (5) *EPA – Grants and Other Federal Assistance*, 40 CFR Chapter 1, Subchapter B. These regulations require, among other things:
- (a) *Participation by Disadvantaged Business Enterprises in EPA Programs* (40 CFR Part 33) - Good faith efforts must be taken to ensure that “Disadvantaged Business Enterprises” receive a fair share of contracts, and records documenting compliance with the “six good faith efforts” (see 40 CFR § 33.301(a)-(f)) must be retained.
 - (b) *New Restrictions on Lobbying* (Exhibit E, 40 CFR Part 34 and App. A thereto) as applicable – Recipients at all tiers must: certify to the tier above that they will not and have not used federal appropriated funds to lobby the Federal government or litigate against the U.S., make certain disclosures regarding lobbying, and submit certifications or forms regarding lobbying, including a *Lobbying Certification* (Exhibit F; and obtain the *Lobbying Certification* from its lower-tiered recipients. See also the *Byrd Anti-Lobbying Amendment* (31 U.S.C. § 1352).
- (6) *General procurement standards* (2 CFR § 1500.10) and *EPA’s Fiscal Year 2009 Appropriation Act* (PL 111-8), as applicable – These provisions impose a “consultant cap” that restricts the amount of EPA financial assistance that the Subrecipient may use to compensate individual consultants.
- (7) *Nondiscrimination Laws and Social Policies*
- a. *Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Nondiscrimination in Programs or Activities Receiving Federal Assistance from the EPA* (40 CFR Part 7), and *Nondiscrimination on the basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance* (40 CFR Part 5) – The Subrecipient is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age or other unlawful basis.
 - b. *Promoting Free Speech and Religious Liberty* (Executive Order 13798 (2017)) - Religious entities are entitled to be placed on an equal footing with other entities when participating in and competing for federal financial assistance.
 - c. *The Demonstration Cities and Metropolitan Development Act* (PL 89-754), *the Intergovernmental Cooperation Act* (PL 90-577), *Intergovernmental Review of EPA Programs and Activities* (40 CFR Part 29), and *Intergovernmental review of Federal programs* (Executive Order 12372, as amended), as applicable – These laws require consultation between federal and local officials to coordinate certain EPA financial assistance programs.

- (8) *Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans*, (Executive Order 11738 (1973)) – Federal assistance agreements may not be performed at facilities disqualified for violating the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*) or the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*). In addition, the Subrecipient must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.
- (9) *Reporting Subawards and Executive Compensation Information* (2 CFR Part 170 and App. A thereto), as applicable – The Subrecipient must report subaward and executive compensation information pursuant to the *Federal Funding Accountability and Transparency Act* of 2006 (FFATA) (PL 109-282), and provide the names and total compensation of the most highly compensated executives for the preceding fiscal year.
- (10) *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)* (2 CFR Part 180) (including but not limited to *Covered Transactions* (Subpart B) and *Responsibilities of Participants Regarding Transactions Doing Business with Other Persons* (Subpart C)), and *Nonprocurement Debarment and Suspension* (2 CFR Part 1532), as applicable – When entering into a transaction at the next lower tier, the Subrecipient must verify that the person with whom the Subrecipient is transacting has not been not suspended or debarred or is otherwise ineligible to participate in Federal assistance programs.
- (11) *Trafficking Victims Protection Act of 2000, as amended* (22 U.S.C. § 7104) – The Subrecipient agrees not to: (1) engage in severe forms of trafficking in persons during the period of time that the EPA Award is in effect; (2) procure a commercial sex act during the period of time that the EPA Award is in effect; (3) use forced labor in the performance of the subawards under the EPA Award; or (4) perform acts that directly support or advance trafficking in persons. The Subrecipient must also inform the EPA immediately of any information received from any source alleging a violation of these prohibitions.
- (12) *Enhancement of contractor protection from reprisal for disclosure of certain information* (41 U.S.C. § 4712) – The Subrecipient is prohibited from discharging, demoting or taking other discriminatory action as reprisal for an employee reporting information that the employee reasonably believes evidences gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. The Subrecipient must also provide written notice to its employees of their whistleblower rights and protections.
- (13) *Universal Identifier and System for Award Management*, 2 CFR Part 25 - The Subrecipient must provide the City with its *Unique Entity Identifier*.

- (14) *Sexual Harassment Policy for Employer Having a Contract with the City* (Section 1-18, Revised Ordinances of the City and County of Honolulu (2021), as amended ("ROH")) - Among other things, the Subrecipient must have and enforce a policy prohibiting sexual harassment that sets forth the same or greater protections than those contained in Section 1-17, ROH. The Subrecipient further pledges compliance with Section 1-18, ROH, and the sexual harassment policy set forth in the standard form prepared by the department of budget and fiscal services, attached hereto as Exhibit G.
- (15) *Bullying of Youth Prohibited* (Section 2-44, ROH) – The Subrecipient is prohibited from bullying targeted youth and engaging in retaliation in the performance of their Agreement with the City.
- (16) *[Reserved]*

This list of Requirements and the descriptions provided are not exhaustive or comprehensive, and the Subrecipient understands and agrees that it is responsible for compliance with all laws, regulations, EPA policies and terms affecting its performance of this Agreement. For more information, see also *Requirements that Pass-Through Entities Must "Flow Down" to Subrecipients*, at https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf

B. Receipt. The Subrecipient acknowledges receipt of and compliance with the laws and requirements set forth in the following documents, all of which are attached and incorporated herein:

- (1) EPA grant agreement, project description (Exhibit A);
- (2) Council Resolution No. 20-206, defining frontline communities (Exhibit B);
- (3) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Exhibit C);
- (4) 2 CFR Part 1500, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Exhibit D);
- (5) 40 CFR Part 34, "New Restrictions on Lobbying" (Exhibit E);
- (6) Certification Regarding Lobbying (Exhibit F);
- (7) Sexual Harassment Policy for Employer Having a Contract with the City, based on Chapter 1, Article 18, Revised Ordinances of Honolulu 2021 (Exhibit G);
- (8) 2 CFR 200.332, "Requirements for Pass-Through Entities" (Exhibit H);
- (9) EPA General Terms and Conditions, effective October 1, 2023 (Exhibit I);

- (10) Amended Grants Policy Issuance (GPI) 16-01, EPA Subaward Policy (Exhibit J).

C. Acknowledgment. The Subrecipient acknowledges that the Requirements set forth in Section 14.A., and the documents set forth in this Section 14.B, are not exhaustive or comprehensive, and contain only a part of the laws, rules, regulations and terms governing the administration of the *Climate Pollution Reduction Planning Program* and the *EPA Grant Agreement*. The Subrecipient agrees that it shall adhere to all other applicable laws, rules, regulations, policies and terms applicable to the *Climate Pollution Reduction Planning Program* and the *EPA Grant Agreement*.

15. RECORDKEEPING. The Subrecipient shall maintain all records as required by 2 CFR § 200.334 that are pertinent to the activities to be funded under this Agreement.

A. Records to be Maintained. In addition to the records listed in 2 CFR § 200.334, the Subrecipient shall maintain records which shall include but not be limited to the following:

- (1) Records providing a full description of each activity undertaken;
- (2) Records required to determine the eligibility of activities;
- (3) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with Grant funds;
- (4) Financial records as required by 2 CFR Part 200; and
- (5) Other records necessary to document compliance with federal and state laws and regulations.

B. Retention. All records pertaining to each fiscal year of Climate Pollution Reduction Planning funds must be retained for five (5) years after the final payment. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

C. Close-Outs. 2 CFR § 200.344 shall govern the closeout of this subaward. The Subrecipient's obligation to the City shall not end until all close-out requirements of the City are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Project assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

16. NONCOMPLIANCE, SUSPENSION AND TERMINATION.

A. Remedies. If Subrecipient fails to faithfully comply with any term of this Agreement or award, or applicable laws, regulations, or assurances, or if the Subrecipient shall become bankrupt and fails to perform any of the terms of this Agreement, or abandons or substantially suspends part of the Agreement's Scope of Services, the City may, at its sole discretion take any one or more of the following actions:

- (1) Withhold cash payments pending correction of deficiency by the Subrecipient or more severe enforcement action by the City;
 - (2) Disallow (that is, deny both use of and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (3) Suspend or terminate, wholly or partially, the current award for the Subrecipient's Project;
 - (4) Withhold additional award(s) to the Subrecipient;
 - (5) Terminate this Agreement without service of notice or legal process and without prejudice to any other remedy or right of action for breach of contract; and/or
 - (6) Take any other remedies that may be legally available.
- B. Documents. Upon termination of the Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Subrecipient for the Project shall be transferred to the City.
- C. Termination for Convenience. This Agreement may also be terminated in whole or in part under the following conditions:
- (1) The City may terminate this Agreement with the consent of the Subrecipient, in which case the parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
 - (2) The Subrecipient may terminate this Agreement upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In all cases of partial termination, if the City determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, the City may terminate the Agreement in its entirety.
17. EFFECTS OF SUSPENSION AND TERMINATION. The cost to the Subrecipient resulting from the obligations incurred by the Subrecipient during suspension or after termination of this Agreement are not allowable unless the City authorizes such costs in the Notice of Suspension or Termination issued to the Subrecipient.
- A. Post-Termination. The Subrecipient's costs during the suspension or after termination which are necessary and not reasonably avoidable, are allowable if: (1) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of termination, are noncancellable; and (2) the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- B. Eligible Costs. Determination of eligible Subrecipient costs during suspension or

after termination of this Agreement shall be determined solely by the City.

18. AUDITS.

- A. The Subrecipient shall comply with the audit requirements of 2 CFR Part 200, Subpart F. Single Audits shall be conducted annually at the Subrecipient's expense. A full copy of the audit report shall be submitted to the City within thirty (30) days after its receipt by the Subrecipient. Findings and deficiencies noted in audit reports shall be addressed by the Subrecipient to the City's satisfaction within ninety (90) days after receipt of the report by the Subrecipient. Additional findings and requests for corrective action that may result from the City's review of the audit report shall be addressed within ninety (90) days after the Subrecipient's receipt of written notification of such findings from the City.
- B. Failure by the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and is subject to Section 20 (Noncompliance, Suspension and Termination).

19. MISCELLANEOUS TERMS.

- A. Amendment. The provisions of this Agreement may be amended only by each party executing a subsequent written instrument which states each amended provision.
- B. Applicable Law. The provisions of this Agreement shall be interpreted in accordance with the law of the State of Hawai'i as that law is construed and amended from time to time.
- C. Assignment. Neither the entire Agreement which is stated in this instrument nor any interest in it may be assigned by any party for any purpose without the prior written consent of each other party.
- D. Authorization. Each party warrants to each other party that the individuals executing this Agreement are authorized to do so. Subrecipient and the person signing below for Subrecipient below represent and warrant that there are no restrictions, agreements, or limitations on the Subrecipient's rights or ability to enter into and perform the terms of this Agreement.
- E. Binding Effect. Upon its execution by each party, this Agreement shall become binding and enforceable according to its provisions. If more than one party is obligated to perform an act by any provisions stated in this instrument, those parties shall be jointly and severally liable and obligated for the performance of those acts. The rights and obligations of each party named in this instrument shall bind and inure to the benefit of each party, respectively, and the respective heirs, personal representatives, successors, and assigns of each party.
- F. City's Right to Amend. Notwithstanding any provision herein to the contrary, during the term of this Agreement, the City reserves the right, at any time, to amend this Agreement in order to assure compliance with all EPA, City and

County of Honolulu, State of Hawai'i and other Federal statutes, laws and regulations. All such amendments shall be within the general scope of this Agreement. The City shall provide all such amendments in writing to the Subrecipient. The Subrecipient agrees that it shall immediately take any and all reasonable steps to comply with such amendments and not to jeopardize the grant.

- G. Consent; Subsequent Agreement. If a subsequent consent required of any party by the provisions of this instrument is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.
- H. Construction. Each party named in this instrument acknowledges and agrees that (i) each party is of equal bargaining strength; (ii) each party has actively participated in the negotiation and preparation of this instrument; (iii) each party has consulted with its respective legal counsel and other professional advisors as each party has deemed appropriate; (iv) each party and the party's legal counsel and advisors have reviewed this instrument as each party has deemed appropriate; and (v) each party has agreed to be bound by the terms stated in this instrument following its review and obtaining advice.
- I. Counterparts. This instrument may be executed by the parties in counterparts. The counterparts executed by the parties named in this instrument and properly acknowledged, if necessary, taken together, shall constitute a single instrument.
- J. Dates. If any date stated in this instrument falls on a Saturday, Sunday, or legal holiday, such date shall be the next following business day.
- K. Defined Terms. Certain terms where they initially are used in this instrument are set off by quotation marks enclosed in parentheses. Those designated terms shall have the same meaning throughout this instrument, unless otherwise specifically stated or clearly inappropriate in the context.
- L. Force Majeure. If any party is prevented from performing its obligations stated in this instrument by any event not within the reasonable control of that party, including but not limited to an act of God, public enemy, or war, fire, an act or failure to act of a government entity (except on the part of the City), unavailability of materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this instrument; PROVIDED, HOWEVER, any party delayed by such an event shall request an extension of time to perform its obligations stated in this instrument by notifying the party to which it is obligated within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this instrument shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.
- M. Gender: Number. In this instrument, the use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as the context dictates.
- N. Independent Contractor/Non-Agency. The parties acknowledge that Subrecipient

is an independent contractor, and neither party hereto is a partner, agent and/or employee of the other.

- O. Integration. This instrument contains all of the provisions of the Agreement between the parties pertaining to the subject matter stated in this instrument. Each party acknowledges that no person or entity made any oral or written representation on which a party has relied as a basis to enter into the Agreement stated in this instrument which is not included as a provision in it.
- P. Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including attorneys' fees and costs.
- Q. No Drafter. No party shall be deemed to have drafted this instrument. No provision stated in this instrument shall be construed against any party as its drafter.
- R. No Offer. The provisions stated in this Agreement shall not bind any party until each party has executed it. The mere delivery of this Agreement is not an offer.
- S. No Obligations to Third Parties. Unless there is a provision stated in this Agreement to the contrary, the execution and delivery of this Agreement shall not confer rights on any person or entity except the parties or obligate the parties to any person or entity except the other party.
- T. No Waiver. No consent or waiver, expressed or implied, by either party to or of any breach or default by the other party in the performance of its obligations hereunder, shall be valid unless in writing. No such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of any other obligations of such party hereunder. The failure of any party to declare the other party in default shall not constitute a waiver by such party of its rights hereunder, irrespective of how long such failure continues.
- U. Notice. Any notice required or permitted by the provisions of this Agreement to be given by a party to any other party, shall be written and either shall be delivered personally or mailed postage prepaid by certified mail, return receipt requested, to each other party at the address and to the person designated by each party, stated below. No other method of notice shall be effective.

(1) CITY AND COUNTY OF HONOLULU
Office of Climate Change, Sustainability and Resiliency
650 S King Street, Floor 11
Honolulu, Hawai'i 96813

Attention: Chief Resilience Officer & Executive Director

(2) [SUBRECIPIENT LEGAL NAME]
[SUBRECIPIENT ADDRESS]

Attention:

- V. Section Titles. The titles of provisions stated in this Agreement are included only for the convenience of the parties. They shall not be considered in the construction of the provisions stated in this Agreement.
- W. Required Actions by the Parties. Each party named in this Agreement agrees to execute the Agreements and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to so consummate the transaction contemplated by this Agreement.
- X. Severability. If any provision stated in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that effect is made impossible by the absence of the omitted provision.
- Y. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).
- Z. Survival. Any representation and warranty stated in this Agreement made by a party shall survive the termination of the agreement stated in this Agreement, unless otherwise specifically stated.
- AA. Time is of the Essence. Time is of the essence with respect to Subrecipient's obligation under this Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

The City and the Subrecipient have executed this Agreement on _____.

APPROVED AS TO CONTENT AND
PROGRAM REQUIREMENTS:

CITY AND COUNTY OF HONOLULU

Chief Resilience Officer and Executive
Director, Office of Climate Change,
Sustainability and Resiliency

By _____
Director, Department of Budget and
Fiscal Services

APPROVED AS TO FORM AND
LEGALITY:

[SUBRECIPIENT LEGAL NAME]

Deputy Corporation Counsel

Authorized Subrecipient Official

Name: _____

Title: _____

STATE OF HAWAII

SUBRECIPIENT ACKNOWLEDGMENT

STATE OF _____)
) S.S.
_____ COUNTY OF _____)

On this _____ day of _____, _____, before me appeared
(day) (month) (year)
_____, and _____, to me
(name) (name)
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____, and _____ of
(position title) (position title)
_____ of
(name of organization)

the SUBRECIPIENT named in the foregoing instrument, and that he/she/they is/are authorized to sign
said instrument on behalf of the SUBRECIPIENT, and acknowledges that he/she/they executed said
instrument as the free act and deed of the SUBRECIPIENT.

(Notary's Signature)

(Print Name of Notary)

(Notary Stamp or Seal)

Notary Public, State of _____

My Commission Expires: _____

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description:

CONTRACT NO. CT-MAY-XXXXXXX

SUBRECIPIENT AGREEMENT

2025-2030 Climate Action Plan: Community Engagement Partnership

Undated at time
Doc. Date: of notarization No. of Pages: _____ Jurisdiction: _____

Signature of Notary Date of Certificate

(Notary Stamp or Seal)

Printed Name of Notary