

**CORONAVIRUS RELIEF FUND
SUBGRANT AGREEMENT**

THIS SUBGRANT AGREEMENT (this “**Agreement**”) is made and dated as of this ____ day of ____, 20__, (“**Effective Date**”) by and between: (i) COLORADO HOUSING AND FINANCE AUTHORITY (“**CHFA**”), a body corporate and political subdivision of the State of Colorado whose address is 1981 Blake Street, Denver, Colorado, 80202, and (ii) _____ (the “**Subgrantor**”), a _____ whose address is _____.

RECITALS

A. The State of Colorado (the “**State**”) has received funds (the “**Funds**”) made available under the section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”) CFDA # 21.019, and as appropriated by Colorado Senate Bill 20-222 under the Small Business COVID 19 Grant Program (the “**Program**”) to support small business across Colorado.

B. The State, acting by and through the Colorado Office of Economic Development and International Trade (“**Grantor**”), has contracted with CHFA to act as the State’s fiscal agent to receive and administer the Funds on behalf of the State according to that certain State of Colorado Intergovernmental Agreement, Contract Number CTGG1 2021-0158, entered into by and between Grantor and CHFA (the “**Contract**”), which is attached hereto and incorporated herein as Exhibit A.

C. At the direction of the Grantor, CHFA has contracted with Energize Colorado Gap Fund, LLC, a Colorado limited liability company (“**ECGF**”) that is wholly owned by Energize Colorado, a Colorado nonprofit corporation, to provide the Program with certain marketing, technical support and data management services related to the grant application and to have its Executive Committee direct the Program and recommend participants such as Subgrantor with the approval of the Grantor.

D. Subgrantor is _____. Subgrantor wishes to participate in the Program to use the Funds to provide grants (each a “**Grant**”) for Eligible Expenditures to Eligible Recipients (each a “**Subgrantee**” and together the “**Subgrantees**”).

E. Subgrantor has been selected by the Executive Committee of ECGF and approved by the Grantor for the Subgrant, as defined below, to make Grants to Subgrantees. Subgrantor, in being so approved, understands and agrees to be subject to Grantor and the U.S. Department of the Treasury for complying with all applicable federal, state, and local law, regulations, and guidance.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Subgrantor and CHFA agree as follows:

1. Recitals. The above recitals are incorporated herein.

2. Definitions. Capitalized terms not otherwise defined in this Agreement have the same meanings ascribed to them in the Contract.

3. Subgrants and Purpose.

a. CHFA agrees to grant and Subgrantor agrees to receive up to four disbursements of Funds (each a “**Subgrant**”) in an amount that is to be determined by the Executive Committee of ECGF and approved by the Grantor and evidenced by a Notice of Approval from Grantor (a “**Notice**”) payable solely from the Funds, to be used to make Grants to Subgrantees and to collect a fee in accordance with Section 3.b below when making such Grants. Each Subgrant will be disbursed to Subgrantor subject to all of the terms, provisions, conditions, covenants, and agreements contained in this Agreement and will be made at the discretion of Executive Committee of ECGF. This Agreement, the Notice, and any other document evidencing or executed in connection with each Subgrant are referred to in this Agreement as the “**Subgrant Documents.**”

b. Upon making a Grant to a Subgrantee, Subgrantor may collect a fee from a Subgrant, and only a Subgrant, that is no greater than three percent (3%) of such grant amount.

c. Notwithstanding any other Section in this Agreement to the contrary, Grantor may amend, at its sole discretion, any Subgrant amount at any time before disbursing such Subgrant to Subgrantor.

4. Period of Performance. Subgrantor may begin reviewing Subgrantee applications and awarding Grants in accordance with this Agreement on the later date of executing this Agreement and August 1, 2020, until the earlier date of: (a) Subgrantor has exhausted all monies from all Subgrants and will not receive any more funds from Grantor; (b) the recapture of any Subgrant by Grantor; or (c) the termination of this Agreement by Grantor or CHFA. Nothing in this Section, however, cancels, modifies, waives, or otherwise limits Subgrantor’s obligations or Grantor’s or CHFA’s rights under this Agreement.

5. Conditions Precedent to Funding a Subgrant. Before CHFA advances any Subgrant to Subgrantor per Section 3.a above, all of the following conditions must be satisfied to the CHFA’s satisfaction and sole discretion:

a. The conditions established by Grantor for the funding of a Subgrant are satisfied, including the Subgrantor’s satisfactory compliance with the terms and conditions of this Agreement and the Contract.

b. Such Subgrant amount has been determined by the Executive Committee of ECGF, in its sole discretion, and approved by the State and evidenced in by a Notice.

c. Subgrantor attests to having and maintaining the requisite insurance as applicable to Subgrantors in accordance with the Contract.

6. Subgrantor Agreements. Subgrantor must:

- a. Use each Subgrant only to (i) make Grants in accordance with this Agreement, which may be amended from time to time, and as approved by the Executive Committee of ECGF, and (ii) to cover the fee allowable under Section 3.b above;
- b. Maintain and operate financial management systems that meet or exceed the federal requirements for funds control and accountability;
- c. Maintain financial records pertaining to all matters relative to this Agreement and any Grants in accordance with generally accepted accounting principles and procedures, retain all of its records and supporting documentation (including those applicable to any subgrant to any Subgrantee) for a period of not less than 5 years following grant close-out *and* until it has received written authorization from Grantor to destroy or discard any such records and documentation, and make available upon request all such records and supporting documents for inspection or audit by the Grantor, CHFA, ECGF or their respective representatives;
- d. Not discriminate against any person on the basis of race, color, religion, sex, gender identity, national origin, handicap, age, veteran status, sexual preference, or any other basis prohibited by law in connection with the employment or application for employment of any person performing any work pursuant to this Agreement;
- e. Comply with all applicable state, local, and federal laws, regulations, and code, and administrative requirements;
- f. Not assign or attempt to assign, directly or indirectly, any of its rights or obligations under this Agreement or under any instrument referred to herein without the prior written consent of Grantor;
- g. Comply with the terms and conditions of this Agreement and the Contract;
and
- h. Comply with requirements set forth in the CHFA Subrecipient Monitoring Plan (Exhibit D)

7. Representations and Warranties of Subgrantor.

- a. Subgrantor represents and warrants to the Grantor and CHFA that Subgrantor has full power to enter into and perform its obligations under this Agreement and the Subgrant Documents.
- b. Subgrantor represents and warrants to the Grantor and CHFA that Subgrantor maintains insurance as required under the Contract and such insurance policies name CHFA, ECGF, and Grantor as an additional insured with such policies providing primary insurance over any existing policies of CHFA, ECGF, and Grantor.
- c. The execution and delivery of this Agreement and the Subgrant Documents and the performance and observance of their terms, conditions, and obligations have been duly authorized by all necessary action on the part of Subgrantor.

d. This Agreement, and the Subgrant Documents constitute, and any other agreement required hereby will be constituted, when executed and delivered by the Subgrantor to the Grantor and/or CHFA, valid and binding obligations of the Subgrantor which are enforceable in accordance with their terms.

e. Subgrantor acknowledges and agrees that Subgrantor is a Subgrantor and a Subcontractor for the purposes of the Contract.

f. Subgrantor's employees, agents, contractors, and subcontractors (collectively, "**Personnel**") performing services under this Agreement will have sufficient expertise, training and experience to accomplish the terms and conditions as required under this Agreement

g. All Personnel performing services have been appropriately screened to ensure that all Personnel are fully qualified and eligible to perform the services, will not pose undue risk, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such services for CHFA and Grantor.

8. ECGF and the Executive Committee.

a. *ECGF's and the Executive Committee's Role.* Subgrantor hereby acknowledges that ECGF, acting through its Executive Committee, will direct the Program and recommend participants in its sole discretion and that ECGF will provide certain operational services, including applicant support (through phone support lines and support email addresses and owning and managing the loan and grant application data management system which includes the application portal for Subgrantor and Subgrantees). Subgrantor also acknowledges that ECGF and Executive Committee make no representations or warranties to Subgrantor under this Agreement.

b. *Limitations of Liability to Subgrantor.* Subgrantor hereby expressly acknowledges and agrees to waive any claim it may have against ECGF and the Executive Committee in connection with its decision and directions to CHFA regarding the program, the use of the funds in the Program, the operational role it executes, and any other decision made by the Executive Committee or ECGF, all such decisions to be made by ECGF's or the Executive Committee's sole discretion. Subgrantor hereby expressly acknowledges and agrees that ECGF and the Executive Committee shall have no responsibility or liability for actions made by CHFA.

c. *Third Party Beneficiaries.* CHFA and Subgrantor expressly acknowledge and agree that ECGF, its Executive Committee, and Grantor are third-party beneficiaries of this Agreement and may enforce the provisions hereof as if it were a party hereto.

9. Inspection and Acceptance. CHFA and Grantor reserve the right to inspect, review, correct, accept, and deny any Subgrantor work product conducting pursuant to this Agreement.

10. Administrative Requirements. In addition to compliance with Section 6.e above, Subgrantee is subject to the following administrative requirements as they may be amended:

Single Audit (31 U.S.C 7501- 7507) 2 CFR 200;501, Audit Expense Allowable – 2 CFR 200.425, Subrecipient Monitoring 2 CFR 200.330 - 332.

11. Reporting. Subgrantor agrees to submit the following to CHFA:

a. *Financial and fee reports*. Subgrantor will submit financial report and an invoice for fees, in the form attached hereto and as incorporated herein as Exhibit B, at the end of each Subgrant disbursement.

b. *Summary evaluation form*. Subgrantor will use completed applications from Subgrantees to produce and maintain a “**Summary Evaluation Form**” for each Subgrantee that (i) documents the calculated financial loss based on the financial documentation provided by each Subgrantee, which will include a comparison of financial results year over year, or month over month, or other methodology that has been approved by the Grantor, and (ii) includes a short written summary of the analysis. Each Summary Evaluation Form must also evidence and deduct any duplicative benefits received by the Subgrantee from COVID-19 related loss(es) such that the Grant to such Subgrantee excludes any duplicative benefits. Upon CHFA’s request, Subgrantor agrees to timely provide a Summary Evaluation Form for any or all Subgrantee(s) within three (3) business days or sooner if requested by CHFA or Grantor.

c. *Signed certification required with each report*. In accordance with 2 C.F.R. § 200.415(a), Subgrantor will sign, through its duly authorized agent, each report submitted and include a certification that reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 - 3730 and 3801- 3812)."

12. Recapture of Funds. Grantor or CHFA, acting on behalf of Grantor, may recapture any unspent Funds. Such decision to recapture unspent funds shall be based on Grantor’s determination, by recommendation from CHFA and ECGF, that Subgrantor is unable to timely expend such Funds or that Subgrantor is non-compliant with any term or condition of this Agreement. Subgrantor agrees to timely cooperate with recapture requests.

13. Federal Sub-award Reporting System. CHFA will comply with the Federal Funding Accountability and Transparency Act which requires, among other things, the reporting of the total compensation and names of the top five executives of the Subgrantor. Subgrantor agrees to provide this data using Schedule 1, Assurances and Certification Form, which is attached hereto and incorporated herein.

14. Confidential Information.

a. If Subgrantor is permitted access, or otherwise obtains access, to Confidential Information, as defined below, Subgrantor agrees that the Confidential Information will be protected in accordance with applicable state and federal law and good business practices.

b. “**Confidential Information**” means (i) all non-public information including, but not limited to, “**Non-public Personal Information**” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and its implementing regulations, as the same may be amended from time to time, whether oral, written, via computer disks, electronic transfer, or otherwise, that Subgrantor receives from or at the discretion of CHFA or Grantor; and, (ii) any data or information that is proprietary and not generally known to the public, whether in tangible or intangible form, including, but not limited to, financial statements, financing documents, security controls or architecture, processing procedures, documentation, specifications, systems, performance features, techniques, copyrighted matter, computer program narratives, flow charts, source and object codes, business and marketing plans, and customer information lists for current and past customers of CHFA or Grantor.

c. Subgrantor agrees as follows:

i. Subgrantor must not use Confidential Information for its own benefit or disclose any Confidential Information to any person or entity except as permitted in this Section, or as required by applicable law.

ii. Subgrantor must implement administrative, physical, and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of Confidential Information and to prevent unauthorized access to, or use of, Confidential Information and store the Confidential Information at locations and under such conditions as to reasonably prevent the unauthorized disclosure, use or duplication of same. Access to and use of Confidential Information must be limited to those employees of Subgrantor who have a need to know to perform their jobs and such employees must agree in all material respects to the same restrictions and conditions that apply to Subgrantor. For purposes of this subparagraph (b), “employees” does not include subcontractors or independent contractors of the Subgrantor.

iii. If this Agreement requires Subgrantor to further distribute or provide access to Confidential Information to any third parties, Subgrantor must first give prior notice to CHFA and ECGF and provide to CHFA and ECGF the third parties’ written agreement, in form and substance satisfactory to CHFA and ECGF, to be bound by the terms of this Agreement. For the purposes of this paragraph, third parties include any subcontractors or independent contractors of Subgrantor.

iv. If Confidential Information is compromised while under the control of the Subgrantor or there is a security incident or breach (collectively, “**Breach**”), the Subgrantor will immediately report the Breach, but in no event later than 24 hours following the discovery thereof, to CHFA and ECGF and promptly take all steps practicable to minimize the harmful effects of same. The report will occur no more than five days after discovery and include the identification of each individual whose Confidential Information has been, or is reasonably believed to have been, accessed, acquired or disclosed during such Breach. Subgrantor will also

provide: a detailed description of what happened, including the date of the Breach and the date of the discovery of the Breach; a description of the types of unsecured Confidential Information that were involved in the Breach; and a detailed description of what the Subgrantor is doing to investigate the Breach and protect against any further Breaches of the same or similar nature. Subgrantor will cooperate with CHFA and ECGF in a commercially reasonable manner to investigate the incident and will exert commercially reasonable efforts to (i) terminate the unauthorized access, disclosure, acquisition, and/or use and (ii) prevent the reoccurrence thereof. Subgrantor will reasonably cooperate with CHFA and ECGF in the conduct of any investigation of or litigation involving third parties related to said incident. Subgrantor will assist and cooperate with CHFA and ECGF concerning any disclosures to affected parties, government or regulatory bodies, and other remedial measures as reasonably requested by CHFA, ECGF, or Grantor or as required under any applicable privacy or data protection law. If the Breach was caused by Subgrantor's negligence or fault, Subgrantor must discharge all responsibilities set forth herein at Subgrantor's cost and expense.

d. Subgrantor will make its internal practices, books, and records relating to the use and disclosure of Confidential Information available for inspection by CHFA, ECGF, or Grantor during regular business hours for purposes of determining compliance with this Agreement and applicable law. Subgrantor, Grantor, and ECGF, and CHFA acknowledge that all Confidential Information, memoranda, notes, records, reports, papers, drawings, designs, computer files or programs in any media, and other documents (and all copies) relating to the business of CHFA or Grantor or their respective clients, and all associated property other than material published by Grantor or CHFA for the general public then in the Subgrantor's possession, whether prepared by the Subgrantor or others, is the property of Grantor or CHFA, as applicable, and upon termination of this Agreement, will be returned to Grantor and CHFA, unless Grantor or CHFA, at its option, instructs Subgrantor to destroy all or part of same. Upon CHFA, ECGF, or Grantor's request, Subgrantor shall deliver to Grantor and CHFA a certification, in writing signed by a manager, director or officer of the Subgrantor, that any and all of the foregoing materials and Confidential Information have been so returned or destroyed, as applicable.

e. If Subgrantor violates any provision of this confidential information Section, Grantor or CHFA may terminate this Agreement for breach of this Agreement, without any further obligation or liability to the Subgrantor. If this Agreement is so terminated, the Subgrantor will be liable for actual and consequential damages to CHFA and ECGF. In addition, inasmuch as any breach of this Agreement may result in immediate and irreparable injury, which cannot be sufficiently remedied by money damages, it is recognized and agreed that CHFA and Grantor shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to any and all other remedies available at law for any breach or threatened breach of this confidential information Section of this Agreement.

f. Subgrantor agrees to and shall indemnify, hold harmless and defend CHFA, its directors, officers, agents, employees and personnel and successors and assigns from any and all obligations, claims, losses, demands, costs or expenses incurred by CHFA (including costs of the investigation and settlement of any claim and including reasonable attorneys' fees and other costs of defense) or judgment against CHFA arising or resulting from, or on account of or pertaining to, whether directly or indirectly, as a result of Subgrantor's breach of its duties

under this confidential information Section. If any such claim is asserted, any indemnified party under this provision will give prompt notice to the Subgrantor and will cooperate in the investigation and defense of any such claim.

g. The rights and remedies of CHFA and Grantor, as applicable under this confidential information Section of this Agreement are not mutually exclusive and the exercise of one or more of such rights and remedies will not preclude the exercise of any other rights and remedies at law or in equity.

h. The obligations of the Subgrantor under the provisions of this confidential information Section will survive the termination of this Agreement.

15. CORA. Notwithstanding anything in this Agreement to the contrary, Subgrantor understands and agrees that Grantor and CHFA, as a political subdivision of the State of Colorado, are subject to the Colorado Open Records Act C.R.S. §§ 24-72-201, et seq., which requires Grantor and CHFA to permit inspection and copying of certain public records. Subgrantor should be aware that documents submitted to CHFA or Grantor pursuant to this Agreement may be subject to inspection by the public.

16. Debarment and Suspension. Subgrantor represents and warrants that Subgrantor is not prohibited from doing business to undertake the activities under this Agreement, is not excluded, disqualified, or debarred from participating in federal programs, and agrees to not engage with persons or entities who are excluded, disqualified, or debarred from participating in federal programs. Accordingly, Subgrantor will verify the status of any Eligible Recipient applicant and maintain records with grant documentation.

17. Events of Default. The occurrence of any one or more of the following events or existence of one or more of the following conditions, with respect to the Subgrantor, will constitute an Event of Default under this Agreement:

a. If Subgrantor fails to perform any term, covenant, or condition to be performed hereunder and such failure is not remedied within ten (10) days, unless a longer period of time is reasonably required to cure such failure, from and after written notice from CHFA or Grantor to Subgrantor specifying said failure.

b. If any representation or warranty made in writing to Grantor or CHFA herein or in connection with the making of a Subgrant, or any certificate, statement, or report made pursuant to this Agreement by Subgrantor proves at any time to have been incorrect in any material respect when made.

c. If this Agreement or any Subgrant Document ceases at any time and for any reason to be in full force and effect or is declared to be null and void, or the validity or enforceability thereof is contested by Subgrantor, or Subgrantor denies that it has any or further liability or obligation hereunder or thereunder.

18. Remedies.

a. Upon the occurrence of an Event of Default, Grantor may recover the amount of all Subgrants disbursed by Grantor from Subgrantor and pursue all other rights and remedies provided by law or in equity.

b. No delay or failure of Grantor or CHFA in the exercise of any right or remedy provided for hereunder may be deemed a waiver of the right by Grantor or CHFA, respectively, and no exercise or partial exercise or waiver of any right or remedy may be deemed a waiver of any further exercise of such right or remedy or of any other right or remedy that Grantor or CHFA may have. The enforcement of any rights of Grantor or CHFA as to any Subgrant shall not affect the rights of Grantor or CHFA to enforce repayment of any Subgrant and to recover judgment for any portion thereof remaining unpaid. The rights and remedies herein expressed are cumulative and not exclusive of any right or remedy that the Grantor or CHFA shall otherwise have.

19. Rights of Grantor. Grantor may assign, negotiate, pledge, or otherwise hypothecate this Agreement and the other documents executed by Subgrantor in connection therewith or any of its rights and security thereunder, in whole or in part. In the case of such assignment, Subgrantor will accord full recognition thereto and hereby agrees that all rights and remedies of the Grantor in connection with the interests so assigned shall be enforceable against Subgrantor by the assignee thereof.

20. CARES Act Provisions.

a. Subgrantor agrees to make, from each Subgrant, grants to Subgrantees only to cover expenses that (i) are reasonably necessary expenditures due to the public health emergency with respect to the novel coronavirus disease 2019 (COVID-19), which includes but is not limited to providing economic support to those suffering employment or business interruptions due to COVID-19-related business closures, and (ii) were incurred during the period that begins on March 1, 2020, and ends December 30, 2020.

b. Subgrantor may not use any Subgrant for the following, non-exhaustive list of ineligible expenditures: (i) any damages covered by insurance; (ii) expenses that have been or will be reimbursed under any federal program; (iii) reimbursement to donors for donated items or services; (iv) workforce bonuses other than hazard pay or overtime; (v) severance pay; (vi) taxes; (vii) legal settlements; or (viii) any other prohibited or ineligible expenditure under the CARES Act or any guidance thereof from the U.S. Department of Treasury, as may be amended or supplemented from time to time.

21. Prohibition Against Lobbying Activities. Subgrantors are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352 (Byrd Amendment), 24 C.F.R. part 87 and 2 C.F.R. 200.450, which prohibit recipients of federal awards and their contractors, subcontractors, at any tier, and subgrantees at any tier from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. In addition, Funds under this Agreement must not be used to advocate or influence the outcome of any Federal, state or local election, referendum, initiative or similar procedure or policy position through contributions, endorsements, publicity or similar activity.

22. Indemnity. Subgrantor agrees to indemnify, save harmless, and defend Grantor, CHFA, ECGF, and the Executive Committee of ECGF, and their respective directors, members, officers, agents, employees, personnel, successors, and assigns from any obligation, claim, loss, demand, cost, expense (including the costs of the investigation and settlement of any claim, and including reasonable attorneys' fees), or judgment against CHFA, Grantor, or ECGF arising or resulting from, or on account of or pertaining to, whether directly or indirectly, Subgrantor's provision of goods or services hereunder. If any such claim is asserted, any indemnified party hereunder will give prompt notice to Subgrantor and will, to the extent deemed reasonable by the indemnified party, cooperate in the investigation and defense of any such claim.

23. Right to terminate. CHFA may terminate this Agreement by giving at least thirty (30) days prior written notice to Subgrantor of such termination and specifying the effective date thereof. In the event of such termination, or any other termination permitted under this Agreement, all finished or unfinished documents, data, studies, reports, or other material prepared by Subgrantor will, at the option of Grantor, become Grantor's property.

24. Prior to any use in any medium of CHFA's name, logo(s) and/or trademark(s) by or on behalf of Subgrantor including, but not limited to, on Subgrantor's website, in marketing literature, press releases, newsletter articles, blog posts, and/or customer lists, CHFA must first review and approve in writing the final form of such proposed use. Notwithstanding the foregoing, CHFA may at any time, upon notice to Subgrantor, withdraw any prior approval of Subgrantor's use of CHFA's name, logo(s) and/or trademark(s) and Subgrantor will, thereafter, take reasonable steps to promptly cease its use thereof.

25. Amendment. Neither this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated orally and may only be modified or amended by an instrument in writing that is signed by CHFA and Subgrantor.

26. Notices. All notices will be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the U.S. mail, by registered or certified mail, addressed to the parties at the address in the introductory paragraph above. Such addresses may be changed by notice to the other party given in the same manner.

27. Survival. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as any Subgrant and any Grants made therefrom require reporting to either the State of Colorado or the United States Government and any instrumentality thereof.

28. Severability. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are hereby declared severable.

29. Further Assurances. Each Party agrees to do and perform, or cause to be done and performed, all such further acts and things, including but not limited to executing and delivering all such other agreements, certificates, reports, instruments, and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and maintain compliance with federal, state, and local law.

30. Choice of Law. This Agreement and all matters of performance relating thereto will be governed by and construed and interpreted in accordance with the laws of the State of Colorado or, to the extent applicable, the CARES Act.

31. Conflict. In the event of a conflict between the terms of this Agreement and any of the Attachments or Exhibits, this Agreement will control.

32. Miscellaneous. All rights, powers, and remedies herein given to Grantor and CHFA are cumulative and not alternative and are in addition to all other statutes or rules of law. Any forbearance or delay by Grantor or CHFA in exercising the same shall not be deemed to be a waiver thereof and the exercise of any right or partial exercise thereof shall not preclude the further exercise thereof and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by Grantor or CHFA, respectively. All representations, warranties and covenants by Subgrantee shall survive the making of the advances of each Subgrant and the provisions hereof shall be binding upon Subgrantee, its successors and assigns and inure to the benefit of the Grantor and CHFA and their respective successors and assigns.

33. Electronic Signatures. CHFA and Subgrantor represent and warrant that the intention of the natural person signing this Agreement on its behalf is to attribute its respective signature to this Agreement and that if the party has signed using an E-Signature (defined below), that E-Signature represents the signer's signature to this Agreement. CHFA and Subgrantor understand and agree that such E-Signature, if applicable, is legally binding. Each party signing this Agreement using an E-Signature waives all rights to repudiate the authenticity or validity of its E-Signature to the extent such repudiation is based in whole or in part on the fact that such signature is not in original handwritten form. All parties to this Agreement agree that the law governing all applicable E-Signatures will be the federal Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S. Code, Chapter 96) (E-SIGN) and/or the Uniform Electronic Transactions Act of 1999 as promulgated by the U.S. Uniform Law Commission for consideration and enactment by the States (UETA), and that under no circumstances will E-Signatures be governed by the Uniform Computer Information Transactions Act (UCITA).

As used in this Agreement, "**E-Signature**" means any form of signature other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise) which image could reasonable be interpreted as an indication of the signer's intent to sign the document.

34. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. CHFA and Subgrantor agree and consent to making and executing this Agreement by E-Signature and confirm that any electronic copy of another Party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an original thereof.

The following individuals, by signing below, confirm their authority to execute this Agreement as of the Effective Date on behalf of their respective entities.

CHFA

COLORADO HOUSING AND FINANCE AUTHORITY,
a body corporate and political subdivision of the
State of Colorado

By: _____

Name: _____

SUBGRANTOR

By: _____

Name: _____

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

[To be attached]

EXHIBIT B
SUBGRANTOR FINANCIAL REPORT AND FEE REQUEST FORM

[To be attached]

EXHIBIT C
SUBRECIPIENT MONITORING PLAN

[To be attached]

SCHEDULE 1
Assurances and Certifications Form
[To be attached]