

COQUILLE INDIAN TRIBE SUBAWARD AGREEMENT

BUREAU OF INDIAN AFFAIRS—AMERICAN RESCUE PLAN TRIBAL HOUSING IMPROVEMENT FUNDS

This Grant Agreement (“Grant”) is between the Coquille Indian Tribe (“Tribe”) and the Coquille Indian Housing Authority, a Tribally established public body serving as the Tribe’s designated housing entity (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

The Tribe is governed by the Coquille Tribal Council pursuant to the Tribal Constitution and the Tribal Council is empowered to exercise certain legislative and executive powers. On September 10, 2021, the Tribal Council adopted Resolution CY21089, which approved the American Rescue Plan Spending Policy (“Policy”). The Policy identifies allowable uses of non-competitive funds available to Tribe pursuant to the American Rescue Plan Act (“Act”) and as allocated to the Tribe by or through the U.S. Department of the Treasury, U.S. Department of the Interior, and the U.S. Indian Health Service.

SECTION 2: PURPOSE

Grantee administers housing programs for the benefit of eligible Native Americans under the authority of the Native American Housing and Self Determination Act (“NAHASDA”) and other federal and non-federal programs.

The Act authorized certain “housing improvement funding” to be used for tribal government expenditures “necessary for their community to meet housing needs.”

This Grant governs the disbursement of funds from Tribe to Grantee for October 1, 2023 through September 30, 2026 (the “Performance Period”) to provide funding necessary for the Tribe’s membership to address certain housing needs (“Project”).

SECTION 3: EFFECTIVE DATE AND DURATION

Grant funds must be expended no later than September 30, 2026.

SECTION 4: GRANT MANAGERS

4.1 Tribe’s Grant Manager contact email: grants@coquilletribe.org

4.2 Grantee’s Grant Manager contact email: annecook@coquilleiha.org

SECTION 5: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Tribe will provide Grantee a lump sum amount not to exceed Eighty-Seven Thousand Nine Hundred Fifty-Four Dollars (\$87,954) (the “Grant Funds”) for eligible costs during the Performance Period. Tribe will pay the Grant Funds from housing improvement monies available to Tribe through the Act and distributed to Tribe through the U.S. Department of the Interior Bureau of Indian Affairs (“Funding Source”). Tribe is not responsible for the completeness or accuracy of Grantee’s reporting of these Grant Funds or disclosure of this Grant in Grantee’s financial statements or other information Grantee may share with third parties.

SECTION 6: DISBURSEMENT

6.1 Grantee acknowledges that it is familiar with and understands the requirements of the Act and any subsequent guidance issued by the U.S. Department of the Interior and the Policy with respect to the use and reporting of the Grant Funds. Tribe will disburse Grant Funds to Grantee in a lump sum.

6.2 Grantee must provide to Tribe any information or detail regarding the expenditure of Grant Funds required to determine compliance with the Act and U.S. Department of the Interior guidance.

SECTION 7: EXPENDITURE REPORTING REQUIREMENTS

7.1 Grantee shall provide Grant Expenditure Reports to the Tribe’s grant manager no less frequently than within 45 days after the end of each calendar quarter to provide information about the previous calendar quarter. Such reports shall include aggregate information grouped into similar cost objectives, with a separate reporting of any administrative or indirect costs. Each cost group shall have a brief narrative description of the cost group meets the Grant Agreement Purpose identified in Section 2 and is an eligible and allowable use of such funds.

7.2 For each cost group, the Grant Expenditure Reports shall include current quarter expenditures, current outstanding obligations, and cumulative expenditures. For purposes of the Grant Expenditure Reports, cumulative expenditures shall include the balance of current outstanding obligations.

7.3 Once a Grant Expenditure Report has been submitted that includes the final expenditure of all project funds, no further Grant Expenditure Reports shall be required.

7.4 Tribe may require, at its sole discretion, additional information or reporting it considers necessary to determine eligibility of costs or to meet its reporting obligations to the U.S. Department of the Interior. Tribe’s Grant Manager identified in Section 4 will notify Grantee of any additional information or reporting requirements. Grantee must provide Tribe with any additional information or reporting within fifteen (15) business days of Tribe’s written request. By December 31, 2026 Grantee will provide a final report to the Tribe describing the number of eligible households served by this program.

SECTION 8: RETURN OF FUNDS

8.1 Notwithstanding any mutual agreement between the Tribe and Grantee to extend the effective date of this agreement described in Section 3, Grantee shall return any unspent project funds within 30 days after the effective date of this agreement.

SECTION 9: [RESERVED]

SECTION 10: DEFAULT

Grantee will be in default under this Grant if Grantee fails to use the Grant Funds as required under this Agreement or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant.

SECTION 11: [RESERVED]

SECTION 12: [RESERVED]

SECTION 13: TERMINATION

13.1 **Mutual.** This Agreement may be terminated at any time by mutual written consent of the Parties.

13.2 **By Tribe.** Tribe may terminate this Grant as follows:

13.2.1 Immediately upon written notice to Grantee, if federal laws or guidelines are modified in such a way that Tribe is prohibited from funding the Grant from the Funding Source.

13.2.2 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured fifteen (15) business days after written notice thereof to Grantee.

13.3 **By Grantee.** Grantee may terminate this Grant as follows:

13.3.1 Immediately upon written notice to Tribe, if federal laws or guidelines are modified in such a way that Grantee is prohibited from utilizing the Grant from the Funding Source.

13.3.2 For the convenience of Grantee, provided that Grantee provides at least 30 days advance written notice of such termination to the Tribal Chairperson and the Tribal Chief Financial Officer.

13.4 **Return of funds.** Should the agreement be terminated pursuant to this section, Grantee shall return to the Tribe any unspent project funds within 30 days of notice being provided as described within this section, along with any final reporting on use of funds as may be required by the Tribe.

SECTION 14: MISCELLANEOUS

14.1 **Amendments.** The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

14.2 **Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

14.3 **Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable laws.

14.4 **Intended Beneficiaries.** Tribe and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons.

14.5 **Records Maintenance and Access.** Grantee will maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. All financial records, whether in paper, electronic or other forms that are directly related to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Tribe, and its duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee will retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit or controversy arising out of or related to this Grant, whichever is later.

COQUILLE INDIAN TRIBE

By: _____
Mark Johnston, Executive Director

Date

COQUILLE INDIAN HOUSING AUTHORITY

By: _____
Anne Cook, Executive Director

Date

EXHIBIT A

FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match SAM.gov registration)</i>	Coquille Indian Housing Authority
(ii) Grantee's SAM.gov UEI number:	JFK8G2EFMVQ2
(iii) Federal Award Identification Number (FAIN):	n/a
(iv) Federal award date:	March 11, 2021
(v) Grant period of performance start and end dates:	Start: October 01, 2023 End: December 31, 2026
(vi) Total amount of federal funds obligated by this Grant:	\$87,954
(vii) Total amount of federal award committed to Grantee by Tribe: <i>(amount of federal funds from this award committed to Grantee)</i>	\$87,954
(viii) Federal award project description:	Tribal Housing Improvement Funding
(ix) Federal awarding agency:	U.S. Department of the Interior Bureau of Indian Affairs
Name of pass-through entity:	Coquille Indian Tribe
Contact information for awarding official of pass-through entity:	grants@coquilletribe.org
(x) CFDA number, name, and amount:	Number: 15.022 Name: Tribal Self-Governance Amount: \$87,954
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	10%
Is the 10% de minimis rate being used per §200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>