



City of Muscatine



AGENDA ITEM SUMMARY

City Council

DATE:
January 21, 2021

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Approval of Contracts for Services Using Community Development Block Grant Funds with Salvation Army (\$20,000), Muscatine Center for Social Action (\$9,000), and United Way (\$14,800) to Provide Expanded Food Services in Response to the COVID-19 Public Health Crisis.

EXECUTIVE SUMMARY

The City was awarded \$53,004 in CDBG Grant Funds to Support Infectious Disease Response from the Iowa Economic Development Authority to support the response to the COVID-19 public health crisis. The attached contracts support the expanded food services included in the City's application to the state and provided in response to increased need following the Governor's declaration of the public health crisis.

STAFF RECOMMENDATION

Staff recommends Council approve the contracts.

BACKGROUND/DISCUSSION

In light of the COVID-19 public health crisis, the Iowa Economic Development Authority (IEDA) established a grant opportunity, CDBG Grant Funds to Support Infectious Disease Response, to support local response activities. Only non-entitlement cities or counties are eligible applicants. No match funds are required for this grant.

The City partnered on the application with the United Way, Muscatine Center for Social Action, and the Salvation Army, to increase food service delivery capacity. In addition funds were requested for Trinity Public Health to provide psychological first aid training to mental health providers and purchase iPads to support patient connections and increase telehealth services. The City was awarded the \$53,004 requested for reimbursement of approved expenses and upon execution of the contracts each entity will be able to request reimbursement of expenses.

Per the terms of the grant agreement the City must held a public hearing November 19 and adopted the policies required by IEDA. Funds will reimburse each organization for purchased food supplies, personal protective equipment other related supplies, and mileage to volunteers for the delivery of food and meals. The attached contracts for food services reflect the requirements of IEDA on the City and include all mandated language regarding state and Federal requirements, and supports the Salvation Army with \$20,000, Muscatine Center for Social Action with \$9,000, and the United Way with \$14,800. Each entity may request reimbursement by invoicing the City for eligible expenses in accordance with their

submitted budget and documentation, such as a receipt, of expenses incurred between May 1, 2020, and April 30, 2021. The City must hold another public hearing prior to requesting funds from IEDA.

CITY FINANCIAL IMPACT

There is no financial impact to the City from approval of these contracts. All expenses will be covered by the CDBG grant.

ATTACHMENTS

- 1) Contract for Services Using Community Development Block Grant Funds between the City and Salvation Army
- 2) Contract for Services Using Community Development Block Grant Funds between the City and Muscatine Center for Social Action
- 3) Contract for Services Using Community Development Block Grant Funds between the City and United Way

CONTRACT FOR SERVICES USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BY AND BETWEEN
THE CITY OF MUSCATINE
AND
MUSCATINE CENTER FOR SOCIAL ACTION

EFFECTIVE DATE: May 1, 2020

AWARD AMOUNT: \$9,000.00

END DATE: April 30, 2021

This Community Development Block Grant Program ("CDBG") Contract is made by and between the City of Muscatine, 215 Sycamore St, Muscatine, Iowa 52761 ("City") and "Recipient", effective as of the date stated above.

WHEREAS, the City was awarded \$53,004 in CDBG funds to be used in response to the COVID-19 public health crisis; and

WHEREAS, the City desires to disburse funds to the Recipient for eligible purposes primarily benefitting low and moderate income persons; and

WHEREAS, the Recipient submitted a request for funding to support the response to increased need in response to the public health crisis; and

WHEREAS, the Recipient has certified to the City that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons experiencing an increase need due to the public health crisis.

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

Article 1
Definitions

As used in this Contract, the following terms shall apply:

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.).

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the Act and as further defined in 24 CFR 570.482, as revised April 1, 1997.

1.3 **ADMINISTRATIVE CODE.** Administrative Code means 261 Iowa Administrative Code, Chapters 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** Allowable Costs are those which are identified in the Budget Activity, Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.

1.5 **APPLICATION.** Application is the documents submitted by or on behalf of the Recipient to be considered for funding.

1.6 **BUDGET.** Budget means the Budget Activity as found in this Contract.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** CDBG means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.8 **CONTRACT.** Contract means this Contract and all of the documents referred to herein.

1.9 **END DATE.** End Date means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the City due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Section 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** Grant means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** HUD means the U.S. Department of Housing and Urban Development.

1.12 **LOW- AND MODERATE-INCOME FAMILIES.** Low- and moderate-income families means those families earning no more than 80 percent of the higher of the median family income of the county as determined by the latest HUD Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.13 **LOW- AND MODERATE-INCOME PERSONS.** Low- and moderate-income person means a member of a Low- and moderate-income family as defined above.

1.14 **PROJECT.** Project means the totality of Activity to be performed by the Recipient as described below.

1.15 **RECIPIENT.** Recipient means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in the Act, the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the Recipient shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2
FUNDING

2.1 **FUNDING SOURCE.** The source of funding for this Contract is an appropriation of Federal CDBG funds from the Iowa Economic Development Authority (IEDA).

2.2 **RECEIPT OF FUNDS.** All payments made under this Contract are subject to receipt by the City of sufficient CDBG funds. Any termination, reduction or delay of CDBG funds to the City shall, at the option of the City, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the City to incur costs prior to the Effective Date of this Contract, then said approval and the terms and conditions of such approval are incorporated herein and made part of this contract by reference. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, the City shall be under no obligation for further disbursement.

ARTICLE 3
TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the end date. The Effective Date of this contract is May 1, 2020 and the End Date is April 30, 2021

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the City for any item of work or service shall conform to the "Budget Activity" as attached. It is further understood and agreed that the total of all payments to the Recipient by the City for all work and services required under this contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provision, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports". The City does not agree to allow a delay in the contribution of local cash.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with the "Administrative Code" and all applicable Local, State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the “Budget Activity”, and as further elaborated in the Application.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The City has the final authority to assess whether the Recipient has met their performance targets by the End Date. The City shall determine completion according to the performance targets set forth in the “Budget Activity”. The City reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the City, the work activities and services as written and described in the approved grant proposal as summarized in the Recipient’s approved “Budget Activity”. All requests for reimbursement must be received by the City no later than 30 days after the end date of this Contract and must include receipts for all eligible expenses to be reimbursed.

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the City unless the Recipient has submitted, and the City has approved, a re-use plan.

5.3 **BUDGET REVISIONS.** Budget Revisions shall be subject to prior approval of the City through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Funds may not be used for program administration.

5.5 **COST VARIATION.** In the event that the total project cost is less than the amount specified in the Agreement and the “Budget Activity”, the CDBG participation shall be reduced at the same ration to the total Project cost reduction as the original ration of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the City shall be under no obligation to disburse to the Recipient any amounts under this Contract.

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the environmental review and release of funds requirements set forth in 24 CFR Part 58 "Environment Review Procedures for the Community Development Block Grant Program".

6.3 **PERMITS AND LICENSES.** The City reserves the right to withhold funds until the City has reviewed and approved all material, such as permits or licenses, which may be required prior to Project commencement.

6.4 **AGREEMENT TO COMPLY WITH POLICIES.** Recipient agrees to comply with the following policies adopted by the City and approved by the Iowa Economic Development Authority as the original granting entity:

- a. Excessive Force Policy
- b. Residential Anti/Displacement and Relocation Assistance Plan
- c. Equal Opportunity
- d. Fair Housing
- e. Procurement
- f. Code of Conduct

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the City to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the City are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the City for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the City.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the

Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with this Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 **COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited and approved by the City the Recipient covenants with the City that:

- a. **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.
- b. **REPORTS.** The Recipient shall prepare, review and sign the request and reports as specified below in the form and content specified by the City. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its first Request for Payment the Recipient shall continue to submit a Request for payment at least quarterly for each "Budget Activity".

The City reserves the right to require more frequent submission of the Activity Status Report that shown below if, in the opinion of the City, more frequent submissions would help improve the CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment/Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Annually
3. Updates to Recipient Disclosure Report	As needed due to changes
4. Final Request for Payment/Status Report	Within 30 days of End Date
5. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
6. Single Audit Form	Within 30 days of receipt of Notice to Close
7. Audit Report	Within 30 days of audit completion
c. RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies,	

services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five years beyond the date upon which the final audit of the Project is accepted by the City. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

- d. **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, the Iowa Economic Development Authority or its representatives or the State Auditor, and the City or its representatives, to examine, audit and/or copy (i) any plans or work details pertaining to the Project, (ii) and or all of the Recipient's books, records and accounts, and (III) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examinations and/or inspection.
- e. **USE OF GRANT FUNDS.** The Recipient shall expend funds received under this Contract only for the purposes and activities described in its Application, this Contract and as approved by the City.
- f. **DOCUMENTATION.** The Recipient shall deliver to the City, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- g. **NOTICE OF PROCEEDINGS.** The Recipient shall promptly notify the City of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- h. **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the City, its officers and employees from and against any and all losses in connection with the Project.
- i. **NOTICE TO CITY.** In the even the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the City.
- j. **CERTIFICATIONS.** The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable local, state and Federal laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- i Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E
- ii Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws
- iii Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284, 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
- iv Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
- v Department of Housing and Urban Development regulations governing the CDBG program, 24 CFR part 570
- vi Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235) and implementing regulations
- vii Requirement for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al.), Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), as amended , and implementing regulations
- viii Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work House and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws
- ix National Environmental Policy Act of 1969 and implementing regulations
- x Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 – 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and community Development Act of 1974, as amended, governing optional relocation assistance
- xi Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code
- xii Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide
- xiii Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101 -121] and implementing regulations
- xiv Fair Labor Standards Act implementing regulations

- xv Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations
- xvi Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended
- xvii Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations
- xviii Drug-Free Workplace Act

k. **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The Recipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the City that it shall not, without the prior written disclosure to and prior written consent of the City, directly or indirectly:

- a. **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.
- b. **ADMINISTRATION.** Discontinue administration of activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

- a. **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of, the Recipient in connection with this Contract or to induce the City to make a grant to the Recipient shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City.
- b. **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
- c. **END DATE.** If the Project, in the sole judgement of the City, is not completed on or before the End Date.
- d. **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the City.

- e. **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the City, there is insufficient coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** IN the event of default, the City shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If after opportunity to cure, the default remains, the City shall have the right, in addition to any rights and remedies specifically assigned to it, to do one or more of the following:

- a. exercise any remedy provided by law,
- b. require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the City to be in default of the Contract due to meeting less than 100% of its Performance Targets, the City may require full Grant repayment or, at its discretion, the City may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the City may require other remedies that the City determines to be appropriate.

ARTICLE 10 INCORPORATED DOCUMENTS

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents, which are hereby incorporated by reference:

- a. Budget Activity Form
- b. Application, as submitted
- c. Attachment A, "CDBG Program General Provisions"
- d. "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG

10.2 **ORDER OF PRIORITY.**

- a. Articles 1 through 11 herein
- b. Attachment A, "CDBG Program General Provisions"
- c. Budget Activity Form
- d. Application, as submitted
- e. "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG

ARTICLE 11
MISCELLANEOUS

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request funds only as needed for the reimbursement of eligible expenses.

11.2 **BINDING EFFECT.** This Contract shall be binding upon execution and shall inure to the benefit of the City and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgements, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the City.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Muscatine County or the United States District Court for the Southern District of Iowa

11.5 **NOTICES.** Whenever the Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered by email or the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier or actual receipt or two (2) business days after posting through the USPS. The City may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the City of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the City in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the City shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The heading in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the City and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering in to this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

Recipient: Muscatine Center for Social Action

City of Muscatine

Paula Durham, Board President
312 Iowa Ave
Muscatine, IA 52761

Diana Broderson, Mayor
215 Sycamore St
Muscatine, IA 52761

ATTACHMENT A

**GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

1.0 AMENDMENT.

- a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the City. Examples of situation where amendments are required include changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the City may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.
- c) **CITY REVIEW.** The City will consider whether an amendment request is so substantial as to necessitate reevaluating the City's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved, if it does not meet requirements set for in Iowa Administrative Code 261-23, as applicable, or if conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

- a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.
- b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the City reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR 570 subpart k.

4.0 UNALLOWABLE COSTS. If the City determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the City's final determination of the disallowance of costs. Appeals of any determination will be handled in accordance with the provision of Chapter 17A, Iowa Code. If it is the City's final determination that costs previously paid by the City are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the City any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part

with CDBG funds shall be used to meet on one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property to meet a National Objective during the five (5) year period the Recipient shall pay City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

- 5.0 **PROGRAM INCOME.** All program income, as defined in 2 CFR part 200, subpart E; 24 CFR part 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project “Budget Activity” and used to further eligible Project objectives as defined in the Contract and the “Budget Activity” in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project “Budget Activity” for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the City.
- 6.0 **INTEREST EARNED.** To the extent interest is earned on advances of CDBG funds, this interest shall be returned to the City, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.
- 7.0 **SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the City may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the City. The City may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the City concludes that such costs meet the provision of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.
- 8.0 **TERMINATION.**
 - a) **FOR CAUSE.** The City may terminate the Contract in whole, or in part, whenever the City determines that the Recipient has failed to comply with the terms and condition of the Contract.
 - b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
 - c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the City, the Contract may be terminated in hole, or in part, if there is a reduction or termination of CDBG funds available.

9.0 PROCEDURES UPON TERMINATION.

- a) **NOTICE.** The City shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The City's share of noncancellable obligations which the City determines were properly incurred prior to notice of cancellation will be allowable costs.
- b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the City's option, become the property of the City.
- c) **RETURN OF FUNDS.** The Recipient shall return to the city all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the City which are subsequently determined to be unallowable though audit, monitoring, or closeout procedures shall be returned to the City within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expense of the City, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise of enforcement of any of the rights of the City under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the City and Iowa Economic Development Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

- a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph b below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- b) **PERSONS COVERED.** The conflict of interest provision described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.
- c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contract to, or otherwise engage the service of, or fund and contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provision of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 **CIVIL RIGHTS.**

- a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, nation origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, nation origin, age, sexual orientation, gender identity, familial status, physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies required under Iowa Administrative Code chapter 11-121.
- b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment opening with Iowa Workforce Development's IowaJobs website found at <https://www1.iowajobs.org/>.

d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provision of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Action of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTIONS ON LOBBYING.**

- i No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, many any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, and employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall completed and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f) **PROGRAM DISCRIMINATION.** The Recipient shall conform with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds

made available through the Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity or Project.

- g) **FAIR HOUSING.** The Recipient shall comply with Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- h) **LEAD-BASED PAINT HAZARDS.** The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al.); Lease-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), as amended, and implementing regulations.
- i) **SECTION 3 COMPLIANCE.** The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - i The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projected covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - iii The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment position can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions,

the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- iv The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- vi Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii With respect to work performed in connection with section 3 covered Indian housing assistance , section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated or suspended either wholly or in part. In addition, the City or State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

k) **INCLUSION OF SUBCONTRACTS.** The Recipient will include the provision of the proceeding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low-income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207(a) the following activities may not be assisted with CDBG funds:

- a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(d) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.01(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.
- b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
- c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

- 18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitations, a royalty-free, non-exclusive and irrevocable license to reproduce, public or other use, and to authorize other use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.
- 19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

ATTACHMENT B

REQUIRED FEDERAL LANGUAGE FOR CONTRACTS PAID WITH CDBG FUNDS

The following covenants and conditions are hereby incorporated into the Contract and fully enforceable under the terms of the Contract.

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 ([12 U.S.C. 1701u](#)) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ATTACHMENT C

BUDGET ACTIVITY

Budget Activity

Agency Name: Muscatine Center for Social Action

Expense Type	Amount
Food Supplies	\$9,000.00
PPE	
Other Supplies	
Mileage to Deliver	

Total Project Activity **\$9,000.00**

Performance Target	
# of Families to be Served	600
# of Low Income Families Served	600

CONTRACT FOR SERVICES USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BY AND BETWEEN
THE CITY OF MUSCATINE
AND
SALVATION ARMY OF MUSCATINE COUNTY

EFFECTIVE DATE: May 1, 2020

AWARD AMOUNT: \$20,000.00

END DATE: April 30, 2021

This Community Development Block Grant Program ("CDBG") Contract is made by and between the City of Muscatine, 215 Sycamore St, Muscatine, Iowa 52761 ("City") and "Recipient", effective as of the date stated above.

WHEREAS, the City was awarded \$53,004 in CDBG funds to be used in response to the COVID-19 public health crisis; and

WHEREAS, the City desires to disburse funds to the Recipient for eligible purposes primarily benefitting low and moderate income persons; and

WHEREAS, the Recipient submitted a request for funding to support the response to increased need in response to the public health crisis; and

WHEREAS, the Recipient has certified to the City that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons experiencing an increase need due to the public health crisis.

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

Article 1
Definitions

As used in this Contract, the following terms shall apply:

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.).

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the Act and as further defined in 24 CFR 570.482, as revised April 1, 1997.

1.3 **ADMINISTRATIVE CODE.** Administrative Code means 261 Iowa Administrative Code, Chapters 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** Allowable Costs are those which are identified in the Budget Activity, Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.

1.5 **APPLICATION.** Application is the documents submitted by or on behalf of the Recipient to be considered for funding.

1.6 **BUDGET.** Budget means the Budget Activity as found in this Contract.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** CDBG means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.8 **CONTRACT.** Contract means this Contract and all of the documents referred to herein.

1.9 **END DATE.** End Date means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the City due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Section 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** Grant means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** HUD means the U.S. Department of Housing and Urban Development.

1.12 **LOW- AND MODERATE-INCOME FAMILIES.** Low- and moderate-income families means those families earning no more than 80 percent of the higher of the median family income of the county as determined by the latest HUD Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.13 **LOW- AND MODERATE-INCOME PERSONS.** Low- and moderate-income person means a member of a Low- and moderate-income family as defined above.

1.14 **PROJECT.** Project means the totality of Activity to be performed by the Recipient as described below.

1.15 **RECIPIENT.** Recipient means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in the Act, the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the Recipient shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2
FUNDING

2.1 **FUNDING SOURCE.** The source of funding for this Contract is an appropriation of Federal CDBG funds from the Iowa Economic Development Authority (IEDA).

2.2 **RECEIPT OF FUNDS.** All payments made under this Contract are subject to receipt by the City of sufficient CDBG funds. Any termination, reduction or delay of CDBG funds to the City shall, at the option of the City, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the City to incur costs prior to the Effective Date of this Contract, then said approval and the terms and conditions of such approval are incorporated herein and made part of this contract by reference. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, the City shall be under no obligation for further disbursement.

ARTICLE 3
TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the end date. The Effective Date of this contract is May 1, 2020 and the End Date is April 30, 2021

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the City for any item of work or service shall conform to the "Budget Activity" as attached. It is further understood and agreed that the total of all payments to the Recipient by the City for all work and services required under this contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provision, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports". The City does not agree to allow a delay in the contribution of local cash.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with the "Administrative Code" and all applicable Local, State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the “Budget Activity”, and as further elaborated in the Application.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The City has the final authority to assess whether the Recipient has met their performance targets by the End Date. The City shall determine completion according to the performance targets set forth in the “Budget Activity”. The City reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the City, the work activities and services as written and described in the approved grant proposal as summarized in the Recipient’s approved “Budget Activity”. All requests for reimbursement must be received by the City no later than 30 days after the end date of this Contract and must include receipts for all eligible expenses to be reimbursed.

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the City unless the Recipient has submitted, and the City has approved, a re-use plan.

5.3 **BUDGET REVISIONS.** Budget Revisions shall be subject to prior approval of the City through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Funds may not be used for program administration.

5.5 **COST VARIATION.** In the event that the total project cost is less than the amount specified in the Agreement and the “Budget Activity”, the CDBG participation shall be reduced at the same ration to the total Project cost reduction as the original ration of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the City shall be under no obligation to disburse to the Recipient any amounts under this Contract.

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the environmental review and release of funds requirements set forth in 24 CFR Part 58 "Environment Review Procedures for the Community Development Block Grant Program".

6.3 **PERMITS AND LICENSES.** The City reserves the right to withhold funds until the City has reviewed and approved all material, such as permits or licenses, which may be required prior to Project commencement.

6.4 **AGREEMENT TO COMPLY WITH POLICIES.** Recipient agrees to comply with the following policies adopted by the City and approved by the Iowa Economic Development Authority as the original granting entity:

- a. Excessive Force Policy
- b. Residential Anti/Displacement and Relocation Assistance Plan
- c. Equal Opportunity
- d. Fair Housing
- e. Procurement
- f. Code of Conduct

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the City to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the City are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the City for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the City.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the

Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with this Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 **COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited and approved by the City the Recipient covenants with the City that:

- a. **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.
- b. **REPORTS.** The Recipient shall prepare, review and sign the request and reports as specified below in the form and content specified by the City. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its first Request for Payment the Recipient shall continue to submit a Request for payment at least quarterly for each "Budget Activity".

The City reserves the right to require more frequent submission of the Activity Status Report that shown below if, in the opinion of the City, more frequent submissions would help improve the CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment/Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Annually
3. Updates to Recipient Disclosure Report	As needed due to changes
4. Final Request for Payment/Status Report	Within 30 days of End Date
5. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
6. Single Audit Form	Within 30 days of receipt of Notice to Close
7. Audit Report	Within 30 days of audit completion
c. RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies,	

services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five years beyond the date upon which the final audit of the Project is accepted by the City. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

- d. **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, the Iowa Economic Development Authority or its representatives or the State Auditor, and the City or its representatives, to examine, audit and/or copy (i) any plans or work details pertaining to the Project, (ii) and or all of the Recipient's books, records and accounts, and (III) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examinations and/or inspection.
- e. **USE OF GRANT FUNDS.** The Recipient shall expend funds received under this Contract only for the purposes and activities described in its Application, this Contract and as approved by the City.
- f. **DOCUMENTATION.** The Recipient shall deliver to the City, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- g. **NOTICE OF PROCEEDINGS.** The Recipient shall promptly notify the City of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- h. **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the City, its officers and employees from and against any and all losses in connection with the Project.
- i. **NOTICE TO CITY.** In the even the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the City.
- j. **CERTIFICATIONS.** The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable local, state and Federal laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- i Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E
- ii Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws
- iii Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284, 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
- iv Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
- v Department of Housing and Urban Development regulations governing the CDBG program, 24 CFR part 570
- vi Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235) and implementing regulations
- vii Requirement for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al.), Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), as amended , and implementing regulations
- viii Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work House and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws
- ix National Environmental Policy Act of 1969 and implementing regulations
- x Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 – 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and community Development Act of 1974, as amended, governing optional relocation assistance
- xi Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code
- xii Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide
- xiii Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101 -121] and implementing regulations
- xiv Fair Labor Standards Act implementing regulations

- xv Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations
- xvi Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended
- xvii Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations
- xviii Drug-Free Workplace Act

k. **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The Recipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the City that it shall not, without the prior written disclosure to and prior written consent of the City, directly or indirectly:

- a. **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.
- b. **ADMINISTRATION.** Discontinue administration of activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

- a. **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of, the Recipient in connection with this Contract or to induce the City to make a grant to the Recipient shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City.
- b. **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
- c. **END DATE.** If the Project, in the sole judgement of the City, is not completed on or before the End Date.
- d. **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the City.

- e. **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the City, there is insufficient coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** IN the event of default, the City shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If after opportunity to cure, the default remains, the City shall have the right, in addition to any rights and remedies specifically assigned to it, to do one or more of the following:

- a. exercise any remedy provided by law,
- b. require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the City to be in default of the Contract due to meeting less than 100% of its Performance Targets, the City may require full Grant repayment or, at its discretion, the City may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the City may require other remedies that the City determines to be appropriate.

ARTICLE 10 INCORPORATED DOCUMENTS

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents, which are hereby incorporated by reference:

- a. Budget Activity Form
- b. Application, as submitted
- c. Attachment A, "CDBG Program General Provisions"
- d. "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG

10.2 **ORDER OF PRIORITY.**

- a. Articles 1 through 11 herein
- b. Attachment A, "CDBG Program General Provisions"
- c. Budget Activity Form
- d. Application, as submitted
- e. "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG

ARTICLE 11
MISCELLANEOUS

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request funds only as needed for the reimbursement of eligible expenses.

11.2 **BINDING EFFECT.** This Contract shall be binding upon execution and shall inure to the benefit of the City and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgements, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the City.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Muscatine County or the United States District Court for the Southern District of Iowa

11.5 **NOTICES.** Whenever the Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered by email or the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier or actual receipt or two (2) business days after posting through the USPS. The City may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the City of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the City in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the City shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The heading in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the City and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering in to this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

Recipient: Salvation Army of Muscatine County

City of Muscatine

Gregory Bock, Director
1000 Oregon St
Muscatine, IA 52761

Diana Broderson, Mayor
215 Sycamore St
Muscatine, IA 52761

ATTACHMENT A

**GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

1.0 AMENDMENT.

- a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the City. Examples of situation where amendments are required include changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the City may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.
- c) **CITY REVIEW.** The City will consider whether an amendment request is so substantial as to necessitate reevaluating the City's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved, if it does not meet requirements set for in Iowa Administrative Code 261-23, as applicable, or if conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

- a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.
- b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the City reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR 570 subpart k.

4.0 UNALLOWABLE COSTS. If the City determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the City's final determination of the disallowance of costs. Appeals of any determination will be handled in accordance with the provision of Chapter 17A, Iowa Code. If it is the City's final determination that costs previously paid by the City are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the City any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part

with CDBG funds shall be used to meet on one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property to meet a National Objective during the five (5) year period the Recipient shall pay City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

- 5.0 **PROGRAM INCOME.** All program income, as defined in 2 CFR part 200, subpart E; 24 CFR part 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project “Budget Activity” and used to further eligible Project objectives as defined in the Contract and the “Budget Activity” in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project “Budget Activity” for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the City.
- 6.0 **INTEREST EARNED.** To the extent interest is earned on advances of CDBG funds, this interest shall be returned to the City, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.
- 7.0 **SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the City may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the City. The City may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the City concludes that such costs meet the provision of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.
- 8.0 **TERMINATION.**
 - a) **FOR CAUSE.** The City may terminate the Contract in whole, or in part, whenever the City determines that the Recipient has failed to comply with the terms and condition of the Contract.
 - b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
 - c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the City, the Contract may be terminated in hole, or in part, if there is a reduction or termination of CDBG funds available.
- 9.0 **PROCEDURES UPON TERMINATION.**

- a) **NOTICE.** The City shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The City's share of noncancelable obligations which the City determines were properly incurred prior to notice of cancellation will be allowable costs.
- b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the City's option, become the property of the City.
- c) **RETURN OF FUNDS.** The Recipient shall return to the city all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the City which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the City within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expense of the City, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise of enforcement of any of the rights of the City under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the City and Iowa Economic Development Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

- a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph b below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- b) **PERSONS COVERED.** The conflict of interest provision described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.
- c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contract to, or otherwise engage the service of, or fund and contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provision of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 **CIVIL RIGHTS.**

- a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, nation origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, nation origin, age, sexual orientation, gender identity, familial status, physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies required under Iowa Administrative Code chapter 11-121.
- b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment opening with Iowa Workforce Development's IowaJobs website found at <https://www1.iowajobs.org/>.
- d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provision of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and

Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Action of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

- e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTIONS ON LOBBYING.**
 - i No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, many any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii If any funds other than Federal appropriated funds \have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, and employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall completed and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
 - iii The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - iv This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f) PROGRAM DISCRIMINATION.** The Recipient shall conform with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through the Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect

to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity or Project.

- g) **FAIR HOUSING.** The Recipient shall comply with Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- h) **LEAD-BASED PAINT HAZARDS.** The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al.); Lease-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), as amended, and implementing regulations.
- i) **SECTION 3 COMPLIANCE.** The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - i The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projected covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - iii The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment position can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- iv The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 requirement employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- vi Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii With respect to work performed in connection with section 3 covered Indian housing assistance , section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated or suspended either wholly or in part. In addition, the City or State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

k) **INCLUSION OF SUBCONTRACTS.** The Recipient will include the provision of the proceeding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low-income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207(a) the following activities may not be assisted with CDBG funds:

- a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(d) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.01(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.
- b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
- c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

- 18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitations, a royalty-free, non-exclusive and irrevocable license to reproduce, public or other use, and to authorize other use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.
- 19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

ATTACHMENT B

REQUIRED FEDERAL LANGUAGE FOR CONTRACTS PAID WITH CDBG FUNDS

The following covenants and conditions are hereby incorporated into the Contract and fully enforceable under the terms of the Contract.

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 ([12 U.S.C. 1701u](#)) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ATTACHMENT C
BUDGET ACTIVITY

Budget Activity

Agency Name: Salvation Army

Expense Type	Amount
Food Supplies	\$15,000.00
PPE	\$ 5,000.00
Other Supplies	
Mileage to Deliver	

Total Project Activity **\$20,000.00**

Performance Target

# of Families to be Served	5,293
# of Low Income Families Served	5,293

CONTRACT FOR SERVICES USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BY AND BETWEEN
THE CITY OF MUSCATINE
AND
UNITED WAY OF MUSCATINE

EFFECTIVE DATE: May 1, 2020

AWARD AMOUNT: \$14,800.00

END DATE: April 30, 2021

This Community Development Block Grant Program ("CDBG") Contract is made by and between the City of Muscatine, 215 Sycamore St, Muscatine, Iowa 52761 ("City") and "Recipient", effective as of the date stated above.

WHEREAS, the City was awarded \$53,004 in CDBG funds to be used in response to the COVID-19 public health crisis; and

WHEREAS, the City desires to disburse funds to the Recipient for eligible purposes primarily benefitting low and moderate income persons; and

WHEREAS, the Recipient submitted a request for funding to support the response to increased need in response to the public health crisis; and

WHEREAS, the Recipient has certified to the City that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons experiencing an increase need due to the public health crisis.

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

Article 1
Definitions

As used in this Contract, the following terms shall apply:

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.).

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the Act and as further defined in 24 CFR 570.482, as revised April 1, 1997.

1.3 **ADMINISTRATIVE CODE.** Administrative Code means 261 Iowa Administrative Code, Chapters 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** Allowable Costs are those which are identified in the Budget Activity, Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.

1.5 **APPLICATION.** Application is the documents submitted by or on behalf of the Recipient to be considered for funding.

1.6 **BUDGET.** Budget means the Budget Activity as found in this Contract.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** CDBG means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.8 **CONTRACT.** Contract means this Contract and all of the documents referred to herein.

1.9 **END DATE.** End Date means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the City due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Section 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** Grant means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** HUD means the U.S. Department of Housing and Urban Development.

1.12 **LOW- AND MODERATE-INCOME FAMILIES.** Low- and moderate-income families means those families earning no more than 80 percent of the higher of the median family income of the county as determined by the latest HUD Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.13 **LOW- AND MODERATE-INCOME PERSONS.** Low- and moderate-income person means a member of a Low- and moderate-income family as defined above.

1.14 **PROJECT.** Project means the totality of Activity to be performed by the Recipient as described below.

1.15 **RECIPIENT.** Recipient means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in the Act, the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the Recipient shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2
FUNDING

2.1 **FUNDING SOURCE.** The source of funding for this Contract is an appropriation of Federal CDBG funds from the Iowa Economic Development Authority (IEDA).

2.2 **RECEIPT OF FUNDS.** All payments made under this Contract are subject to receipt by the City of sufficient CDBG funds. Any termination, reduction or delay of CDBG funds to the City shall, at the option of the City, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the City to incur costs prior to the Effective Date of this Contract, then said approval and the terms and conditions of such approval are incorporated herein and made part of this contract by reference. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, the City shall be under no obligation for further disbursement.

ARTICLE 3
TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the end date. The Effective Date of this contract is May 1, 2020 and the End Date is April 30, 2021

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the City for any item of work or service shall conform to the "Budget Activity" as attached. It is further understood and agreed that the total of all payments to the Recipient by the City for all work and services required under this contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provision, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports". The City does not agree to allow a delay in the contribution of local cash.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with the "Administrative Code" and all applicable Local, State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the “Budget Activity”, and as further elaborated in the Application.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The City has the final authority to assess whether the Recipient has met their performance targets by the End Date. The City shall determine completion according to the performance targets set forth in the “Budget Activity”. The City reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the City, the work activities and services as written and described in the approved grant proposal as summarized in the Recipient’s approved “Budget Activity”. All requests for reimbursement must be received by the City no later than 30 days after the end date of this Contract and must include receipts for all eligible expenses to be reimbursed.

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the City unless the Recipient has submitted, and the City has approved, a re-use plan.

5.3 **BUDGET REVISIONS.** Budget Revisions shall be subject to prior approval of the City through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Funds may not be used for program administration.

5.5 **COST VARIATION.** In the event that the total project cost is less than the amount specified in the Agreement and the “Budget Activity”, the CDBG participation shall be reduced at the same ration to the total Project cost reduction as the original ration of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the City shall be under no obligation to disburse to the Recipient any amounts under this Contract.

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the environmental review and release of funds requirements set forth in 24 CFR Part 58 "Environment Review Procedures for the Community Development Block Grant Program".

6.3 **PERMITS AND LICENSES.** The City reserves the right to withhold funds until the City has reviewed and approved all material, such as permits or licenses, which may be required prior to Project commencement.

6.4 **AGREEMENT TO COMPLY WITH POLICIES.** Recipient agrees to comply with the following policies adopted by the City and approved by the Iowa Economic Development Authority as the original granting entity:

- a. Excessive Force Policy
- b. Residential Anti/Displacement and Relocation Assistance Plan
- c. Equal Opportunity
- d. Fair Housing
- e. Procurement
- f. Code of Conduct

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the City to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the City are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the City for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the City.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the

Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with this Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 **COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited and approved by the City the Recipient covenants with the City that:

- a. **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.
- b. **REPORTS.** The Recipient shall prepare, review and sign the request and reports as specified below in the form and content specified by the City. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its first Request for Payment the Recipient shall continue to submit a Request for payment at least quarterly for each "Budget Activity".

The City reserves the right to require more frequent submission of the Activity Status Report that shown below if, in the opinion of the City, more frequent submissions would help improve the CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment/Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Annually
3. Updates to Recipient Disclosure Report	As needed due to changes
4. Final Request for Payment/Status Report	Within 30 days of End Date
5. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
6. Single Audit Form	Within 30 days of receipt of Notice to Close
7. Audit Report	Within 30 days of audit completion
c. RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies,	

services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five years beyond the date upon which the final audit of the Project is accepted by the City. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

- d. **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, the Iowa Economic Development Authority or its representatives or the State Auditor, and the City or its representatives, to examine, audit and/or copy (i) any plans or work details pertaining to the Project, (ii) and or all of the Recipient's books, records and accounts, and (III) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examinations and/or inspection.
- e. **USE OF GRANT FUNDS.** The Recipient shall expend funds received under this Contract only for the purposes and activities described in its Application, this Contract and as approved by the City.
- f. **DOCUMENTATION.** The Recipient shall deliver to the City, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- g. **NOTICE OF PROCEEDINGS.** The Recipient shall promptly notify the City of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- h. **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the City, its officers and employees from and against any and all losses in connection with the Project.
- i. **NOTICE TO CITY.** In the even the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the City.
- j. **CERTIFICATIONS.** The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable local, state and Federal laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- i Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E
- ii Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws
- iii Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284, 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
- iv Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
- v Department of Housing and Urban Development regulations governing the CDBG program, 24 CFR part 570
- vi Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235) and implementing regulations
- vii Requirement for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al.), Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), as amended , and implementing regulations
- viii Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work House and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws
- ix National Environmental Policy Act of 1969 and implementing regulations
- x Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 – 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and community Development Act of 1974, as amended, governing optional relocation assistance
- xi Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code
- xii Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide
- xiii Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101 -121] and implementing regulations
- xiv Fair Labor Standards Act implementing regulations

- xv Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations
- xvi Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended
- xvii Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations
- xviii Drug-Free Workplace Act

k. **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The Recipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the City that it shall not, without the prior written disclosure to and prior written consent of the City, directly or indirectly:

- a. **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.
- b. **ADMINISTRATION.** Discontinue administration of activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

- a. **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of, the Recipient in connection with this Contract or to induce the City to make a grant to the Recipient shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City.
- b. **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
- c. **END DATE.** If the Project, in the sole judgement of the City, is not completed on or before the End Date.
- d. **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the City.

- e. **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the City, there is insufficient coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** IN the event of default, the City shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If after opportunity to cure, the default remains, the City shall have the right, in addition to any rights and remedies specifically assigned to it, to do one or more of the following:

- a. exercise any remedy provided by law,
- b. require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the City to be in default of the Contract due to meeting less than 100% of its Performance Targets, the City may require full Grant repayment or, at its discretion, the City may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the City may require other remedies that the City determines to be appropriate.

ARTICLE 10 INCORPORATED DOCUMENTS

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents, which are hereby incorporated by reference:

- a. Budget Activity Form
- b. Application, as submitted
- c. Attachment A, "CDBG Program General Provisions"
- d. "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG

10.2 **ORDER OF PRIORITY.**

- a. Articles 1 through 11 herein
- b. Attachment A, "CDBG Program General Provisions"
- c. Budget Activity Form
- d. Application, as submitted
- e. "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG

ARTICLE 11
MISCELLANEOUS

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request funds only as needed for the reimbursement of eligible expenses.

11.2 **BINDING EFFECT.** This Contract shall be binding upon execution and shall inure to the benefit of the City and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgements, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the City.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Muscatine County or the United States District Court for the Southern District of Iowa

11.5 **NOTICES.** Whenever the Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered by email or the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier or actual receipt or two (2) business days after posting through the USPS. The City may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the City of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the City in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the City shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The heading in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the City and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering in to this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

Recipient: City of Muscatine

Kathie Anderson-Noel, Board President
208 W 2nd St, Ste 201
Muscatine, IA 52761

Diana Broderson, Mayor
215 Sycamore St
Muscatine, IA 52761

ATTACHMENT A

**GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

1.0 AMENDMENT.

- a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the City. Examples of situation where amendments are required include changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the City may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.
- c) **CITY REVIEW.** The City will consider whether an amendment request is so substantial as to necessitate reevaluating the City's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved, if it does not meet requirements set for in Iowa Administrative Code 261-23, as applicable, or if conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

- a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.
- b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the City reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR 570 subpart k.

4.0 UNALLOWABLE COSTS. If the City determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the City's final determination of the disallowance of costs. Appeals of any determination will be handled in accordance with the provision of Chapter 17A, Iowa Code. If it is the City's final determination that costs previously paid by the City are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the City any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part

with CDBG funds shall be used to meet on one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property to meet a National Objective during the five (5) year period the Recipient shall pay City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

- 5.0 **PROGRAM INCOME.** All program income, as defined in 2 CFR part 200, subpart E; 24 CFR part 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project “Budget Activity” and used to further eligible Project objectives as defined in the Contract and the “Budget Activity” in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project “Budget Activity” for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the City.
- 6.0 **INTEREST EARNED.** To the extent interest is earned on advances of CDBG funds, this interest shall be returned to the City, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.
- 7.0 **SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the City may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the City. The City may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the City concludes that such costs meet the provision of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.
- 8.0 **TERMINATION.**
 - a) **FOR CAUSE.** The City may terminate the Contract in whole, or in part, whenever the City determines that the Recipient has failed to comply with the terms and condition of the Contract.
 - b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
 - c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the City, the Contract may be terminated in hole, or in part, if there is a reduction or termination of CDBG funds available.

- 9.0 **PROCEDURES UPON TERMINATION.**

- a) **NOTICE.** The City shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The City's share of noncancelable obligations which the City determines were properly incurred prior to notice of cancellation will be allowable costs.
- b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the City's option, become the property of the City.
- c) **RETURN OF FUNDS.** The Recipient shall return to the city all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the City which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the City within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expense of the City, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise of enforcement of any of the rights of the City under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the City and Iowa Economic Development Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

- a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph b below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- b) **PERSONS COVERED.** The conflict of interest provision described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.
- c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contract to, or otherwise engage the service of, or fund and contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provision of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 **CIVIL RIGHTS.**

- a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, nation origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, nation origin, age, sexual orientation, gender identity, familial status, physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies required under Iowa Administrative Code chapter 11-121.
- b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment opening with Iowa Workforce Development's IowaJobs website found at <https://www1.iowajobs.org/>.
- d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provision of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and

Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Action of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

- e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTIONS ON LOBBYING.**
 - i No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, many any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii If any funds other than Federal appropriated funds \have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, and employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall completed and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
 - iii The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - iv This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f) PROGRAM DISCRIMINATION.** The Recipient shall conform with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through the Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect

to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity or Project.

- g) **FAIR HOUSING.** The Recipient shall comply with Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- h) **LEAD-BASED PAINT HAZARDS.** The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et al.); Lease-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), as amended, and implementing regulations.
- i) **SECTION 3 COMPLIANCE.** The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - i The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projected covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - iii The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment position can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- iv The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- vi Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated or suspended either wholly or in part. In addition, the City or State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

k) **INCLUSION OF SUBCONTRACTS.** The Recipient will include the provision of the proceeding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low-income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207(a) the following activities may not be assisted with CDBG funds:

- a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(d) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.01(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.
- b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
- c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

- 18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitations, a royalty-free, non-exclusive and irrevocable license to reproduce, public or other use, and to authorize other use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.
- 19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

ATTACHMENT B

REQUIRED FEDERAL LANGUAGE FOR CONTRACTS PAID WITH CDBG FUNDS

The following covenants and conditions are hereby incorporated into the Contract and fully enforceable under the terms of the Contract.

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 ([12 U.S.C. 1701u](#)) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ATTACHMENT C
BUDGET ACTIVITY

Budget Activity

Agency Name: United Way of Muscatine

Expense Type	Amount
Food Supplies	
PPE	\$ 575.60
Other Supplies	
Mileage to Deliver	\$14,224.40

Total Project Activity **\$14,800.00**

Performance Target

# of Families to be Served	294
# of Low Income Families Served	294