

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DUBUQUE
AND
COMMUNITY SOLUTIONS OF EASTERN IOWA**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the “City”) and Community Solutions of Eastern Iowa (herein called the “CSEI”), effective upon the date last signed below.

WHEREAS, the City has applied for and received Community Development Block Grant CARES Act (CDBG-CV) funds from the United States Government through the State of Iowa under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 and has received approval of activities under Federal Award Identifier Number 20-CVE-004 which was awarded to the City January 1, 2021 for the purpose of preventing, responding to and preventing the spread of COVID-19; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such CDBG funds to assist Subrecipient in providing expanded capacity for Rapid Rehousing in the City of Dubuque; and

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

A. STATEMENT OF WORK

1. Activities

The Subrecipient will be responsible for administering a CDBG-CV Rapid Rehousing Program, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program’s National Objective of:

Assisting low and moderate-income persons, said income guidelines found in Exhibit B.

3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, in accordance with the budget presented in Exhibit C not to exceed \$163,968.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

6. Term and Time of Performance

Services of the Subrecipient shall start on August 1, 2021 and end on June 30, 2023. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

7. Performance Measures and Monitoring

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

B. RECORDS AND REPORTS

1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as

- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.

5. Reporting Procedures

The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15th) day of October, January, April, and July and a final performance report by July 31st, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.

6. Close-out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

8. Payment

a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made against the line item budgets specified in Exhibit C herein and in accordance with any City policy concerning payments.

b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses as often as once a week, but no less than once per month. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by July 5, 2023.

C. PROGRAM INCOME

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. UNIFORM ADMINISTRATIVE REQUIREMENTS

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

E. OTHER PROGRAM REQUIREMENTS

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG-CV is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG-CV program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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;
- b. 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 of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) 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;
- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION

1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

G. REVERSION OF ASSETS

1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

H. MISCELLANEOUS

1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 and Exhibit C of this Agreement will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City

Maddy Haverland
Community Development Specialist
Housing & Community Dev. Dept
350 W. 6th Street, Suite 312
Dubuque, IA 52001

Subrecipient

Community Solutions of Eastern
Iowa
7600 Commerce Park
Dubuque, IA 52002

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or

related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 19, 2021.

CITY OF DUBUQUE, IOWA,
350 W 6th Street
Suite 312
Dubuque, Iowa 52001

CSEI, Subrecipient
7600 Commerce Park
Dubuque, IA 52002

Signature
Mayor

Roy D. Buol
Printed Name
Mayor

Signature
Executive Director

Printed Name
Executive Director

Signature
Chair, Board of Directors

Printed Name
Chair, Board of Directors

LIST OF EXHIBITS

EXHIBIT A	STATEMENT OF WORK
EXHIBIT B	INCOME GUIDELINES
EXHIBIT C	PROJECT/ACTIVITY BUDGET

EXHIBIT A STATEMENT OF WORK

Rapid Rehousing will be provided by CSEI to residents of the City of Dubuque for those that are low to moderate income or presumed to be low to moderate income based on homelessness.

CSEI will provide outreach to unsheltered homeless to connect them with emergency shelter, housing, or critical services. This includes street outreach through engagement, case management, emergency health services, emergency brain health services, and transportation.

CSEI will provide housing relocation and stabilization services and short/medium term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

CSEI will directly assist persons with housing searches and placement, housing stability case management, mediation, and connection to legal services.

CSEI will meet with each client at least monthly with a case manager and develop an individualized plan to help the client regain long-term housing stability.

CSEI will ensure that permanent housing assistance adhere to the minimum habitability standards for safe, sanitary, and adequately maintained, according to the full regulations of CFR Part 576.403.

CSEI will ensure that rental assistance is provided for units only in accordance with HUD's restrictions for Fair Market Rent at 24 CFR Part 982.503 and Rent Reasonableness standards at 24 CFR Part 982.507.

CSEI will ensure that clients are not receiving duplicated benefits and will adopt policies/procedures consistent with the City's Duplication of Benefits policies/procedures.

CSEI shall render to City a quarterly written report detailing its activities and individual served. These reports will start 3 months after the first service is provided.

**EXHIBIT B
INCOME GUIDELINES**

Income guidelines are updated by the U.S. Department of Housing and Urban Development annually. This agreement covers more than one CDBG-CV Program Year and therefore guidelines will change. These guidelines will be published and available here:

<https://www.cityofdubuque.org/DocumentCenter/View/44450/Voucher-Payment-Standards-Income-Guidelines>

**EXHIBIT C
PROJECT/ACTIVITY BUDGET**

**Administrative expenses such as; processing payments, and purchasing office supplies, that are incurred to provide the services outlined in this agreement:
\$16,397**

Eligible case management activities listed in this agreement as direct services to clients, and all eligible direct costs of rehousing individuals/families such as, but not limited to, rent, utilities, deposits and transportation: \$147,571