IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
PROGRAM CONTRACT

RECIPIENT:	**City of Council Bluffs**
CONTRACT NUMBER:	**19-DRH-020**
START DATE:	**February 13, 2025**
AWARD AMOUNT:	**$6,873,501**
DIRECT MATCH:	**$0**
END DATE:	**February 13, 2027**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY ("CDBG-DR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and the Recipient effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG-DR funds; and

WHEREAS, the Authority received funds under the Extending Government Funding and Delivering Emergency Assistance Act, 2021 (P.L. 117-43) under the Department of Housing and Urban Development, Community Planning and Development, Community Development Fund; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

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.) and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto.

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, or otherwise authorized by HUD through subsequent guidance or Federal Register Notices. Activities are line items in the budget and are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.

1.3 **ALLOWABLE COSTS** "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-DR program.

1.4 **BUDGET** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

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

1.6 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract.

1.7 **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; orb) the Contract is terminated by the Authority due to any default under Article 10.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.8 **EXTENDING GOVERNMENT FUNDING AND DELIVERING EMERGENCY ASSISTANCE ACT, 2021** "Extending Government Funding and Delivering Emergency Assistance Act, 2021" as signed into law on September 30, 2021.

1.9 **FAIR MARKET VALUE** "Fair Market Value" means a value based upon the fair market value of the property to be acquired.

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

1.11 **GREEN STREETS.** "Green Streets" means the Iowa Green Streets Criteria adopted by IEDA as the green building standard required under the Extending Government Funding and Delivering Emergency Assistance Act, 2021.

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

1.13 **INCOME VERIFICATION.** "Income Verification" means the verification of the income of a tenant or home buyer to qualify as a Low-and-Moderate income family for income-qualified activities, as set forth in Article 4.3.

1.14 **IOWAGRANTS GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register on1ine at www.lowaGrants.gov.

1.15 **LOW- AND MODERATE-INCOME PERSONS.** "Low- and Moderate-Income Persons" means those families and individuals whose income does not exceed 80 percent of the medial income of the area involved in an activity funded through this contract, as determined by the Secretary of HUD with adjustments for smaller and larger families.

1.16 **LOW- AND MODERATE AREA.** "Low and Moderate Area" means activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income.

1.17 **PROGRAM** "Program" means the Community Development Block Grant Program Disaster Recovery ("CDBG-DR") authorized by Extending Government Funding and Delivering Emergency Assistance Act, 2021 and pursuant to the Federal Register Notice dated February 3, 2022, relevant preceding notices, HUD approved Certifications and the Program Policies and Procedures Manual.

1.18 **PROGRAM INCOME.** "Program Income" shall have the meaning for such term set forth in 24 CFR 570.S00(a), as modified by the Program Rules.

1.19 **PROGRAM RULES.** "Program Rules" means the Act, as modified by the Extending Government Funding and Delivering Emergency Assistance Act, 2021 (Public Law 117-43), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited lo HUD Notices published in the Federal Register on February 3, 2022, any additional HUD Notices or other guidance that may be disseminated, HUD approved Certifications, and the Program Policies and Procedures Manual.

1.20 **PROJECT.** "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and lowaGrants.gov.

1.21 **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-DR requirements, including those found in Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the applicable HUD approved Certifications, and the Program Policies and Procedures Manual. 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

1.22 **SECURITY INSTRUMENTS.** "Security Instruments" means, collectively, those documents described in Article 5.1

1.23 **SPECIAL FLOOD HAZARD AREA.** "Special Flood Hazard Area" means an area designated as a special hazard flood area on the most recent National Flood Insurance Program map for such area.

1.24 **TERM** OF **AFFORDABILITY** "Term of Affordability" means the period of time during which the housing assisted through an eligible activity funded through this contract is rent-restricted, or the occupants of such housing are income-qualified as set forth in Program Guidelines as found in the Policies and Procedures Manual.

1.25 **URA.** "URA" means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended.

ARTICLE2
FUNDING

2.1 **FUNDING SOURCE,** The source of funding for the Grant is a Federal appropriation for the Program.

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

2.3 **PRIOR COSTS** If any Recipient has received approval from the Authority to incur certain costs prior to the Start Date of this Contract, then said approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth; provided, however, that no such costs incurred prior to September 28, 2022, shall be reimbursed. Any such costs incurred prior to the Start 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 thirty (30) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

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.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority 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 Provisions, Attachment A.

3.3 **ADMINISTRATION.** This Contract shall be administered in accordance with all applicable State and Federal laws and regulations now in effect and as may be amended from time to time, and including the Program Policies and Procedures Manual and the Iowa Community Development Block Grant Management Guide as which may be amended or changed from time to time, and which can be accessed on the Authority's website, to the extent applicable to the Program and not in conflict with the Program Rules.

3.4 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide other funds contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's IowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local/other funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 9.1 (b), "Reports". The Authority does agree to allow a delay in the contribution of local cash.

3.5 **RECAPTURE OF GRANT.** Provided that compliance is satisfactorily maintained, no repayment of the Grant will be required. If a rental Project is converted to an alternate (non-residential) use during the Term of Affordability, the Grant shall be repaid as specified by the Authority. If an owner-occupied Project is sold or transferred during the Term of Affordability, the Grant shall be repaid as specified by the Authority, the Recipient shall insure the Borrower shall pay the un-forgiven balance of

the Loan or the total of the net proceeds of the sale, whichever is less, and the funds returned to the Authority,

ARTICLE4
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" as found in the Recipient's lowaGrants.gov account.

4,2 **CALCULATION OF PROJECT COMPLETION.** The Authority has the final authority to assess whether the

Recipient has met their performance targets at the End Date, The Authority shall determine completion according to the performance targets set forth in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

4.3 **AFFORDABILITY REQUIREMENTS**, All projects awarded under this contract will comply with the Term of Affordability stipulated in the Program Guidelines found in the Program Rules as applicable, and enforced by the relevant Security Instrument.

ARTICLE 5
SECURITY

5.1 **SECURITY INSTRUMENTS.** The Recipient shall ensure the execution of all appropriate Security Instruments for this Contract in the Authority's favor, as required by the Authority, in form and substance satisfactory to the Authority. The following Security Instruments shall be prepared, executed, and appropriately recorded/filed for the Contract as applicable:

(i) Agreement for Covenants and Restrictions.
(ii) Mortgage/Lien

5.2 **FILING**, The Recipient shall file and record (as applicable) in the proper and timely manner any and all Security Instruments noted in 4.1 above that are required by the Authority to be filed, and promptly provide the Authority with dale stamped originals of the recorded documents.

5.3 **OTHER.** The Recipient shall obtain and provide to the Authority lien searches, a Title Guaranty Certificate, and the HUD closing (Financing) statement (as applicable).

ARTICLES
USE OF FUNDS

6.1 **GENERAL** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the Recipient's approved "Budget Activity" as found in the Recipient's lowaGrants.gov account.

6.2 **PROGRAM INCOME** Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-DR funds are considered program income when the total amount of any CDBG-DR program income 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 Dale, all program income shall be expended prior to requesting additional CDBG-DR funds. Program income received by the Recipient after the End Date shall be returned to the Authority.

6,3 **BUDGET REVISIONS** Budget revisions shall be subject to approval of the Authority through the Contract amendment process. Budget line item decreases that would lower the Recipient's performance level required under this Contract must be first approved by the Authority through the amendment process. In no instance shall a budget revision result in total costs exceeding the total Contract amount. Budget revisions shall be compatible with the terms of this Contract and be of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete all activities. The Authority retains the right to amend this contract to reduce the award amount when necessary to achieve an equitable distribution of funds for all areas of the state.

6.4 **PROHIBITION ON USE OF FUNDS.** The funds provided under this Contract shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency or the Army Corps of Engineers. The funds may be used as matching requirement, share or contribution for any other Federal program when used to carry out an eligible CDBG-DR activity as authorized by HUD. In addition, no funds provided under this Contract may be used for the purchase of equipment or other personal property.

6.5 **ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to two percent (2%) of the total CDBG-DR funds as specified in the "Budget Activity" as found in the Recipient's lowaGranls.gov account. Program income received by the Recipient during the Contract

period is subject to the two percent (2%) administrative cost limitation. Total administrative costs (Federal) on the Project shall not exceed two percent (2%) of total Project Budget. Project delivery costs allocable to a Project site including but not limited to acquisition and environmental review activities are not included in administrative costs for purposes of this section. If necessary and reasonable, IEDA may provide additional Administration beyond 2% on a case-by-case basis, understanding that the overall HUD grant will never exceed 5% in total Administration costs.

6.6 **DUPLICATION OF BENEFITS** 42 U.S.C. 5155 provides that any federal agency administering any program providing financial assistance to person, business concerns or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which it has received financial assistance under any other federal program or from insurance or any other source (the "Duplication of Benefits Rules"). The Recipient covenants to comply with the Duplication of Benefits Rules and to report any information with respect to the Duplication of Benefits Rules to IEDA as a condition to disbursements under this Contract.

6.7 **COMPLIANCE WITH PROGRAM RULES.** All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.

6.8 **DISASTER RELIEF REQUIREMENT.** Use of all funds pursuant to this Contract shall be for necessary expenses related to disaster relief, long-term recovery and restoration of infrastructure, housing and economic revitalization in areas covered by the declarations of major disasters declared under Title IV of the Robert T. Stafford Disaster Relief and Emergency Act (42 U.S.C., Section 5721 et Seq.) designated Disaster N. 4557 ("the disaster"). All projects funded under this agreement must be located in one or more county in the State of Iowa for which this disaster was presidentially declared.

6.9 **SPECIAL FLOOD HAZARD AREA** No funds under this Project shall be expended with respect to property located in a Special Flood Hazard Area or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain accordance with Executive Order 11988 and 24 CFR part 55.

6.10 **FLOOD INSURANCE REQUIREMENTS** The following requirements shall apply to this Contract:

(a) No funds under this Contract may be used for repair, replacement or restoration for damage to any personal, residential or commercial property if that person at any time has received federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property.

(b) The Recipient shall notify property owners receiving disaster assistance for which the owner is required to obtain flood insurance as set forth herein that such property owners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. The following duties and requirements shall apply:

(i) The transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of ANY requirements to (A) obtain flood insurance in accordance with applicable federal law with respect to such property, if the property is not so insured as of the date on which such property is transferred; and (B) maintain flood insurance in accordance with applicable federal law, which written notification shall be contained in the deed or other document evidencing the transfer of ownership of the property.

(ii) If the transferor of such property fails to provide notice as described in this subsection c and, subsequent to the transfer of such property (A) the transferee fails to obtain or maintain flood insurance in accordance with applicable federal law, with respect to such property; (B) such property is damaged by a flood disaster; and (C) federal disaster relief assistance is provided for the repair, replacement, or restoration of such property as a result of such damage, then the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of federal disaster release assistance provided with respect to such property.

(iii) The notification requirements of this section apply to personal, commercial or residential property for which federal disaster relief assistance made available in a flood disaster area has been provided, prior to the date on which the property is transferred, for repair, replacement or restoration of such property, if such assistance was conditioned upon obtaining flood insurance in accordance with applicable federal law with respect to such property.

(c) For purposes of this section, the term "Federal disaster relief assistance" applies to HUD or other federal assistance for disaster relief in "flood disaster areas," and the term "flood disaster area" has the meaning given such term in Section 582(d)(2) of the National Flood Insurance Reform Act of 1994, as amended, and includes an area receiving a presidential declaration of a major disaster or emergency as a result of flood conditions.

ARTICLE 7
CONDITIONS TO DISBURSEMENT OF FUNDS

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

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

7.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract for non-exempt activities until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program" and summarized in the Iowa Community Development Block Grant Management Guide, each to the extent applicable to the Program and not in conflict with the Program Rules. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any Programmatic Agreement between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract. The Recipient shall comply with any lead agency agreement between FEMA and IEDA applicable to any activity included in this contract. If a property being acquired is located in an area designated as a special flood hazard area on the most current flood advisory maps of the Federal Emergency Management Agency (FEMA), additional environmental review must be performed that complies with the requirements of 24 CFR Part 55 and Executive Order 11988.

7.3 **FINANCIAL COMMITMENTS.** The Recipient shall have submitted a firm written commitment from each source of funds to the Project Identified in the "In the "Budget Activity" as found in the Recipient's IowaGrants.gov account". Each agreement shall include the amount, terms, estimated time of contributions, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to the Authority.

7.4 **PERMITS AND LICENSES.** The Authority reserves the right lo withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

7.5 **EXCESSIVE FORCE POLICY,** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(1) of the Housing and Community Development Act of 1974, as amended.

7.6 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

7.7 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity included in this grant as identified in the "Budget Activity" found in the Recipient's IowaGrants.gov account the Recipient shall comply with the corresponding applicable conditions noted in iowagrants.gov prior to release of funds for that activity.

7.8 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY.** The Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity, for any items listed in iowagrants.gov Main Data Conditions/Clearances that apply to outside agency actions. If no applicable conditions are identified in Main Data Conditions/Clearances, none of the conditions in this Section shall apply to the activities funded by this Contract as described in the "Budget Activity" as found in the Recipient's IowaGrants.gov account to the Contract.

ARTICLE B
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

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

8.1 **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.

8.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the

Authority 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.

8.3 **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.

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

8.5 **START DATE,** The covenants, warranties and representations of this Article are made as of the Start 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 9
COVENANTS OF THE RECIPIENT

9.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority 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 requests and reports as specified below in the form and content specified by the Authority. 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 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

REPORT	DUE DATE
1. Request for Payment	At least every three (3) months
2. Activity Status Report	At least every three (3) months
3. Section 3 Report (if applicable)	Submitted annually
4. Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
5. Final request for Payment/ Status Report	Within 30 days of End Date
6. Single Audit Form (required)	Within 30 days of receipt
7. Audit Reports (if applicable)	Within 30 days of audit completion
8. Green Streets reports (if required)	Within 30 days of report completion
9. Other reports as required by the Authority and the Program Rules	As needed

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown above if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG-DR program.

(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 minimum of three years beyond the date upon which IEDA's grant with HUD is closed. 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, and the Authority, its representatives or the State Auditor to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) 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 examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-DR application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.

(f) DOCUMENTATION The Recipient shall deliver to IEDA, 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 IEDA of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all claims or losses accruing or resulting from any and all claims of 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 (singularly, a "Vendor" and, collectively, "Vendors") and from any and all claims and losses accruing or resulting from any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract, including but not limited to claims under worker's compensation acts, claims of damages because of bodily injury including personal injury, sickness or disease, death, injury to or destruction of tangible property including but not limited to loss of use therefrom; and from claims arising out negligent errors, omissions or acts of the Recipient. The Recipient shall require that any subrecipient or Vendor provide such indemnification to the Authority in addition to the indemnification provided by the Recipient.

(i) NOTICE TO AUTHORITY. In the event 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 Authority. ·

(j) CERTIFICATIONS. The Recipient certifies and assures that the Project will be conducted and administered in compliance with all applicable Federal and State 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, as modified by the waivers and alternative requirements contained in the Program Rules:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, 0MB 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 Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential 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 Public 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 the 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 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (PL 101 235), and implementing regulations.

(vii) Requirements 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 Hours 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 anti displacement and relocation assistance plan; Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Financial and Program Management guidelines issued by the Iowa Economic Development Authority: the Iowa CDBG Management Guide and the IEDA Audit Guide, to the extent applicable to the Program and not in conflict with the Program Rules.

(xii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiii) Fair Labor Standards Act and implementing regulations.

(xiv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xv) 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.

(xvi) Subsection 104(1) 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.

(xvii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE The Recipient and any subrecipient 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 or subrecipient shall pay for and maintain insurance as is customary in their industry. This insurance shall be in an amount not less than the full insurable value of the Project property. In addition, the Recipient shall purchase and maintain liability insurance sufficient to afford coverage for any acts for which the Recipient is required to indemnify the Authority pursuant to this Section 8.1. The subrecipient shall name the Recipient and Authority as a mortgagee and/or an additional loss payee, as appropriate, and the Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

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

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 10
DEFAULT AND REMEDIES

10.1 **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 Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(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 judgment of the Authority, is not completed on or before the End Date.

(d) MISSPENDING **If** the Recipient expends Grant proceeds for purposes not described in the CDBG-DR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.

(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 Authority, there is insufficient insurance coverage.

10.2 **NOTICE OF DEFAULT. In** the event of default, the Authority 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.

10.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically 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.

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

ARTICLE 11
INCORPORATED DOCUMENTS

11.1 **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" as found in the Recipient's IowaGrants.gov account.
(b) Attachment A
(c) 2020 Derecho CDBG-DR Policies and Procedures Manual https:/lwww.iowaeda.com/disaster-recovery/2019/
(d) Federal Register Notice dated February 3, 2022; Vol. 87, No. 23 Pages 6364-6392

11.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:
(a) Articles 1 through 12 herein.
(b) The "Budget Activity" as found in the Recipient's IowaGrants.gov account.
(c) Program Rules (2020 Derecho CDBG-DR Policies and Procedures Manual)

11.3 **SUPERSEDING AUTHORITY.** Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachment A, conflicts with any of the Program Rules, such conflicting provisions shall be of no force and effect, the Program Rules shall apply in lieu thereof as though fully set forth herein.

ARTICLE 12
MISCELLANEOUS

12.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars ($500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

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

12.3 **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 Authority.

12.4 **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 Polk County or the United States District Court for the Southern District of Iowa.

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

12.6 **WAIVERS.** No waiver by the Authority 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 Authority 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 Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

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

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

12.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority 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 into this Contract.

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

12.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

12.12 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of the Contract and Related Documents.

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

RECIPIENT: City of Council Bluffs

BY: _____
Mayor
City of Council Bluffs
209 Pearl Street
Council Bluffs, Iowa

_____
Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Deborah Durham, Director

ATTACHMENT A

GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
July 7, 2023

1.0 **AMENDMENT**

(a) WRITING REQUIRED The Contract will only be amended through written prior approval of the Authority through lowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, 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 Authority 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) AUTHORITY REVIEW The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority'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 or if it 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; 0MB 2 CFR part 200, subpart E; and 0MB 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 Authority 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 subpart K.

4.0 **UNALLOWABLE COSTS.** If the Authority 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 Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient shall repay to the Authority 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-DR funds shall be used to meet 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-DR assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR 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 and 24 CFR 570.489, 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-DR Application. 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 Authority.

6.0 **INTEREST EARNED.** To the extent that interest is earned on advances of CDBG-DR funds, this interest shall be returned to the Authority, 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 Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG-DR funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to 0MB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) FOR CAUSE The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions 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-DR FUNDING At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG-DR Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) NOTICE The Authority 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 Authority's share of noncancelable obligations which the Authority 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 Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

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

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the 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-DR 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-DR assisted activities or who are in a position to participate in a decision making process or gain side information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-DR 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 provisions 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-DR 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-DR funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 **CIVIL RIGHTS.**

(a) PI SCRIMINATION IN EMPLOYMENT The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national 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, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or 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 as 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 openings with Iowa Workforce Development's IowaJobs web site found at https://www1.iowajobs.org/.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions 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 Act 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 RESTRICTION ON 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 awarding any Federal contract, making any Federal grant, making 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, 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.

(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 NONDISCRIMINATION The Recipient shall conform with 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 this 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 or Project.

(g) FAIR HOUSING The Recipient shall comply with Title VIII 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 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) SECTION 3 COMPLIANCE The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 75, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

(i) 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 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.

(j) INCLUSION IN SUBCONTRACTS The Recipient will include the provisions of the preceding 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 vendor 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 improvements, 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 **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, Contractor 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 limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

18.0 **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.