

MEMORANDUM
DEPARTMENT OF COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT

Date: July 24, 2019

To: Year 45 Community Development Block Grant (CDBG) Subrecipients

From: Dawn Cameron, Lead Financial Specialist

Re: Year 45 CDBG Agreements

Enclosed is the Year 45 CDBG agreement. Please review the document, in particular the second “whereas” which identifies the scope of services, Attachment I where you identified performance measures, and the Budget Attachments III, IIIa, and IV. Pay special attention to the staff positions identified, the percentage of salary and any additional items pertinent to your contract and reimbursement rates.

Please print the agreement **single sided** and sign in **BLUE INK. Do NOT date the agreement.** The agreements will be signed and dated by City staff after receiving authorization from HUD.

Note that again this year, the Citizens’ Advisory Committee (CAC) established a 30 day deadline to return the signed agreement. If the signed agreement is not returned to the City in original hard copy by August 23, 2019, the funding set aside for your agency will instead be made available to other agencies during the reprogramming process in the fall.

Please also note that initial boxes have been added to page 4 of the agreement next to the updated section about the audit requirements. As you will recall from previous emails and the one-on-one meetings held last month, the CAC has asked us to reinforce with subrecipients that the audit is due 6 months after the subrecipient’s end of the fiscal year. For most subrecipients, this is December 30. Late audits will result in an inability to apply for the following year’s CDBG funds. Be sure that the Executive Director and Board Chair each initial these boxes in **BLUE**.

A copy of the executed agreement will be sent to you with a Notice to Proceed once the City has received Congressional Release of CDBG funds. Because of Congressional budget delays, this release will arrive later than usual, likely in late August or early September. Assuming all expenses and participants are documented according to federal requirements, your agency is authorized to incur costs as of July 1, but those costs cannot be reimbursed according to Attachment V until after the City has received the Release.

If you have any questions, contact Dawn Cameron, Lead Financial Specialist.

**AGREEMENT BETWEEN
CITY OF DAVENPORT
AND
BOYS & GIRLS CLUB OF THE MISSISSIPPI VALLEY
CFDA-CDBG 14.218**

THIS AGREEMENT is entered into by and between the City of Davenport (herein called the “Grantee”) and Boys & Girls Club of the Mississippi Valley (herein called the “Subrecipient”), upon the date of signature by both parties.

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the United States Government through the Department of Housing and Urban Development 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 B-19-MC-19-0002 which was awarded to the Grantee on _____; and

WHEREAS, the Grantee wishes to use CDBG funds to assist the Subrecipient in support services to provide a safe place with structured programs for youth ages 6-17,

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 STATEMENT OF WORK

1.01 Activities

The Subrecipient will be responsible for administering a CDBG Year 45 funded program, detailed in Attachment I of this Agreement, in a manner satisfactory to the Grantee and consistent with any standards required and in accordance with program regulations now in effect and as may be amended from time to time as a condition of providing these funds.

Performance Measures

In compliance with the Department of Housing & Urban Development’s Outcome Performance measurement system (24CFR 91.220(e)) 95 individuals will have new availability/accessibility to a suitable living environment.

1.01 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; (Attachment II lists the income guidelines.) 570.208(a)(2)(B) Activities benefiting low and moderate income persons, information on family size and income. 70% of the beneficiaries must meet low/mod income criteria.

1.02 Project Budget

The Grantee agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient For the Statement of Work, Article I under this Agreement, in accordance with the budget presented in Attachments III, IIIa, and IV not to exceed \$38,713.

Reallocations

The Subrecipient may reallocate up to ten percent 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 Grantee to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent 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 Grantee approval per Article 5.01.7 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 Grantee only if it determines that the revisions are necessary to complete project activities.

1.03.2 Audit Retainage

Five percent of the total grant amount may be retained from payment until such report of audit referenced in Article 2.04 of this Agreement, has been provided to, and accepted by the Grantee. No audit fees will be reimbursed by the Grantee.

1.04 Time of Performance

Services of the Subrecipient shall start on July 1, 2019 and end on June 30, 2020. All of the required activities and services, except for audit, will be completed by or before this date. The Grantee may grant extensions at its sole discretion. Only a valid written Agreement amendment 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.

1.05 Performance Monitoring

The grantee will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the Grantee 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 Grantee, agreement suspension or termination procedures will be initiated.

1.06 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 Grantee, or a designee of the Grantee 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.

ARTICLE 2 RECORDS AND REPORTS

2.01 Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the Grantee 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 (signed by the participant or parent/guardian) to verify information regarding persons or households (as the Grantee shall specify for reporting purposes) that participate or benefit from the activity funded either by grant funds or program income, including: income range, household size, racial/ethnic group, gender of the head of household and residence;
 - a. Examples of records required to be retained include: client applications, intake forms, documents required to verify income eligibility for housing assistance (if applicable); and any other records pertaining to CDBG funds as required by 2 CFR Part 200.
- d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - a. Examples of records required to be retained include participant and employment policies, tenant selection policies for housing (if applicable), and any other records pertaining to CDBG funds as required by 2 CFR Part 200.
- e) Financial records as required by 24 CFR Part 570.502, and 2 CFR part 200, Subpart D Post Federal Award Requirements;
 - a. Examples of records required to be retained include signed timesheets, check stubs or direct deposit advices, accounting records, audits, bank statements, and any other records pertaining to CDBG funds as required by 2 CFR Part 200.
- f) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Other records necessary to document compliance with Subpart K of 24 CFR 570;
 - a. Examples of records required to be retained include closing documents, deeds, title opinions, sources and uses of all funding for the project, work write ups, invoices, payouts, bids, contracts, debarred checks, permits, lien waivers, disposition records; income verifications and any other records pertaining to CDBG funds as required by 2 CFR Part 200.
- g) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings.

2.01 Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five years. The retention period begins on the date of submission of the Grantee'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 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 Article 7 of this Agreement. Records for any displaced person must be kept for five 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-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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.

2.02 Close-out

The Subrecipient's obligation to the grantee 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 Grantee), and determining the custodianship of records.

2.04 Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, its designees or the federal government, at any time during normal business hours, as often as the Grantee 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 Grantee. 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.

Executive Director Initials:
Board Chair Initials:

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 Grantee. This written approval, if granted, will be included in Attachment IIIa. 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 Grantee. 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 Grantee within six months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the Grantee.

2.05 Payment

2.05.1 Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount stipulated in Article 1.03 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made against the line item budgets specified in Attachment III herein and in accordance with performance.

2.05.2 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 Grantee reserves the right to request any additional documentation, as it deems necessary.

2.05.3 Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses according to the schedule presented in Attachment V. 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 15, 2020.

2.05.4 Reporting Procedures

The Subrecipient will submit quarterly reports to the Grantee by 10/15/19, 1/15/20, 4/15/20, and 7/15/20 and a final performance report by 7/31/20, in such forms as the Grantee 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 Grantee or HUD.

ARTICLE 3 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 Grantee's discretion, be returned to the Grantee 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 Grantee which will, in turn, remit it to HUD.

ARTICLE 4 UNIFORM ADMINISTRATIVE REQUIREMENTS

4.01 Financial Management

4.01.1 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.

4.01.2 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.

4.02 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.

4.03 Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee 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.

ARTICLE 5 OTHER PROGRAM REQUIREMENTS

5.01 General Conditions

5.01.1 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.

5.01.2 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 Grantee 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.

5.01.3 Hold Harmless

The Subrecipient, its agents and any assignees shall agree to hold harmless the Grantee 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.

5.01.4 Worker’s Compensation

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

5.01.5 Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage as required under 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and sufficient coverage to protect assets covered in this Agreement from loss due to theft, fraud and/or physical damage. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Bonding Requirements.

5.01.6 Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee 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 is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the Grantee and the CDBG program.

5.01.7 Amendments

The Grantee 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 Grantee in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee 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 Grantee and Subrecipient.

5.02 Civil Rights, Fair Housing, Affirmatively Furthering Fair Housing

The Subrecipient agrees to comply with the following:

- Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.);
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq., particularly 42 U.S.C. 6101 et seq., and 29 U.S.C. 794);
- 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;
- Iowa Civil Rights Act of 1965, as amended;
- Chapter 601A, Code of Iowa 1973, as amended;
- Iowa Executive Order #15 of 1973;
- Davenport Civil Rights Ordinance, Davenport Municipal Code 2.58.010, et seq.
- 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

5.02.1 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 insure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

5.02.2 Section 504 Compliance

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

5.03 Equal Opportunity/Affirmative Action

5.03.1 Subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with Chapter 2.58 of Davenport Municipal Code, as amended, Chapter 216 (State Civil Rights) of the Iowa Code, and all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, Subrecipient shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

5.03.2 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.

5.04 Conduct

5.04.1 Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due from to the subrecipient from the Grantee 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 Grantee. 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 Grantee thereto.

5.04.2 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 Grantee.

5.04.3 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.

5.04.4 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.

5.04.5 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.

5.05 Environmental Conditions

5.05.1 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.

5.05.2 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.

ARTICLE 6 REMEDIES FOR NON-COMPLIANCE AND TERMINATION

6.01 Remedies for Noncompliance

If the Grantee 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 Grantee may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The grantee 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:

6.01.1 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.

6.01.2 Withholding Payment

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

6.01.3 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.

6.01.4 Reimbursement

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

6.01.5 Termination

Termination of funds in whole or in part by the Grantee 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.

6.01.6 Nonparticipation

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

6.02 Termination for Convenience

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the Grantee 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 Grantee 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 Grantee the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

6.03 Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the Grantee, in the event the Grantee suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the Grantee suffers such a loss of funding, the Grantee will give the Subrecipient written notice 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.

ARTICLE 7 REVERSION OF ASSETS

7.01 Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the Grantee 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 Grantee upon termination of this Agreement, unless addressed under another agreement as provided in Article 3.

7.02 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 Grantee; or

b. National Objective Noncompliance

Not used in accordance with Article 7.02(a) of this Agreement, in which event the Subrecipient shall pay to the Grantee 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 Grantee. (No payment is required after the period of time specified in Article 7.02(a) of this Agreement.)

ARTICLE 8 MISCELLANEOUS

8.01 Legal Authority and Waivers

8.01.1 Legal Authority

By using this Agreement, the Subrecipient certifies that it possesses legal authority to accept grant funds under the CDBG program, execute the project described in this Agreement and that the Signatory is authorized and consents on behalf of the Subrecipient and that they accept the jurisdiction of the Grantee for the purpose of enforcement of their responsibilities.

8.01.2 Waivers

No conditions or provisions of this Agreement can be waived unless approved by the Grantee in writing.

8.02 Designation of Officials

The City Administrator or designee is the official authorized 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.

8.03 Special Conditions for Release of Funds

Funding of the amount stipulated in Article 1.03 of this Agreement will not be released to the Subrecipient by the Grantee until the Subrecipient demonstrates compliance with the article 4.01.

8.04 Waiver of Rights

The Grantee'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.

8.05 Agreement Coverage

This instrument along with any attachments 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.

8.06 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.

8.07 Notice to Proceed

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, 2018.

CITY OF DAVENPORT, IOWA, Grantee
226 W. 4th Street
Davenport, Iowa 52801
DUNS# 020156857
Tax ID# 42-6004463

Boys & Girls Club of the Mississippi Valley, Subrecipient
338 6TH ST
MOLINE, IL 61265-1160
DUNS# 877245845
Tax ID# 36-3838421

Signature
City Administrator

Corri Spiegel
Printed Name
City Administrator

Signature
Executive Director

Printed Name
Executive Director

Signature
Chair, Board of Directors

Printed Name
Chair, Board of Directors

**ATTACHMENT I
CITY OF DAVENPORT
CDBG SUBRECIPIENT ACTIVITY SUMMARY**

Name of Program: Davenport Club CDBG Program Year: July 1, 2019 - June 30, 2020

Beneficiaries are being reported as: X Individuals Households

Proposed Participants: 100 Total 95 Davenport Residents

Hours of Program Operation: School Year: 2:30-6:00 Monday - Friday (1:30 W) Summer: 11:30 AM - 5:30 PM Monday - Friday

Program Description:

PROPOSED OUTCOME*	PERFORMANCE MEASURE
70% of members (70 out of 100) will attend the Davenport Club at least twice a week.	Yearly Attendance Data

*Note: Subrecipients must create ONE proposed outcome that best represents the intended impact of the funded program. The outcome and performance measure must clearly state the intended outcome by both number and percent.

ATTACHMENT II

YEAR 45 INCOME LIMITS

(Effective July 1, 2019)

Income limits are defined and occasionally amended by the U.S. Department of Housing and Urban Development's estimated median family income. Extremely low, low and moderate income individuals are those whose income does not exceed the income limits based on 80% of the estimated Davenport-Rock Island-Moline median family income. Income is adjusted for family size.

FAMILY SIZE	INCOME LIMITS		
	EXTREMELY LOW (0 - 30% MFI)	LOW (31 - 50% MFI)	MODERATE (51 - 80% MFI)
1	≤\$15,300	≤\$25,450	≤\$40,750
2	≤\$17,450	≤\$29,100	≤\$46,550
3	≤\$19,650	≤\$32,750	≤\$52,350
4	≤\$21,800	≤\$36,350	≤\$58,150
5	≤\$23,550	≤\$39,300	≤\$62,850
6	≤\$25,300	≤\$42,200	≤\$67,500
7	≤\$27,050	≤\$45,100	≤\$72,150
8	≤\$28,880	≤\$48,000	≤\$76,800

NOTE: For income levels for a family size greater than 8, contact staff.

**CDBG-YR 45
ATTACHMENT III
Entire Program Budget**

Program Name Davenport Club

(edit row titles to fit your needs. Top 4 rows are required)				Davenport CDBG		Other Funds	Specify Other Funding Sources
Salaries	\$	38,713.00	\$	66,287.00			
Benefits			\$	18,000.00			
Program Supplies			\$	23,000.00			
Agency Audit			\$	2,000.00			
Travel/Conferences			\$	3,000.00			
Printing/Publication			\$	1,700.00			
Professional Fees			\$	1,300.00			
Insurance/Utilities			\$	8,000.00			
Rent/Maintenance/ Occupancy			\$	18,000.00			
TOTALS	\$	38,713.00	\$	141,287.00			

Total Program Budget: \$ 180,000.00 (CDBG + other funds)

%CDBG of Program Budget: 22% (CDBG/total program budget)

ATTACHMENT IIIa
BOYS & GIRLS CLUBS OF THE MISSISSIPPI VALLEY
DAVENPORT CLUB
CDBG YEAR 45

Reimbursement Terms:

Personnel - \$ 38,713

Personnel includes funding for up to 89% of the salary of the Davenport Club Unit Director (equivalent to approximately \$25,000) and funding for up to 62% and 57% of the salary for two Davenport Club Youth Development Professionals (equivalent to approximately to \$8,000 for one position and \$5,713 for the second position). This percentages may be drawn bases on actual incurred expenses as reflected from employee timesheets until the funds are exhausted.

Grant Total: \$ 38,713

Audit Requirement:

Because the agency had total expenses more than \$150,000 on the audit for the most recently audited fiscal year, the agency is required to submit an audit annually.

The audit for the recently completed program Year 44 (July 1, 2018 to June 30, 2019) is due no later than December 30, 2019.

The audit for the current program Year 45 (July 1, 2019 to June 30, 2020) is due no later than December 30, 2020.

Reporting Requirement:

On a quarterly basis, the agency will provide the total number of individuals assisted and the number who are Davenport residents. The percent of Davenport residents must be greater than the percent of the program costs funded by Davenport CDBG.

Agency must provide an updated Program Staff sheet if there are any changes to any of the individuals listed on it within 14 days of the change.

Agency must provide copies of any monitoring or technical assistance letters, received for HUD any funded programs within 30 days of receipt. This applies to any program operated by the agency with HUD funds, regardless of the source of HUD funding (whether funded through the City, State, or directly from HUD).

**CDBG-YR 45
ATTACHMENT IV**

Line Item Breakdown

Provide the breakdown of items for which you are receiving CDBG funds.

CDBG funds should be directed to as few staff positions as possible, preferably one.

Agency: Boys & Girls Clubs of the Mississippi Valley

PERSONNEL COSTS

	Annual Salary	Percent of Time Spent in CDBG Funded Program	CDBG Amount Requested	CDBG as percent of salary
Positon Title:	Unit Director			
This position is:	New	Existing	X	
Salary:	\$ 28,000	100%	\$ 25,000	89%
Benefits	\$ 8,800	N/A	N/A	N/A
Positon Title:	Youth Development Professional			
This position is:	New	Existing	X	
Salary:	\$ 13,000	100%	\$ 8,000	62%
Benefits	\$ 1,905	N/A	N/A	N/A
Positon Title:	Youth Development Professional			
This position is:	New	Existing	X	
Salary:	\$ 10,000	100%	\$ 5,713	57%
Benefits	\$ 1,465	N/A	N/A	N/A
Positon Title:				
This position is:	New	Existing		
Salary:				#DIV/0!
Benefits		N/A	N/A	N/A

Supplies and Services

	Total Cost	Amount Incurred by CDBG funded Program	CDBG Amount Requested
Description:			
Cost:			
Description:			
Cost:			
Description:			
Cost:			
Description:			
Cost:			

CDBG Total Personnel Costs	\$ 38,713
CDBG Total Supplies & Services	\$ -
CDBG Grand Total	\$ 38,713

YEAR 45 CDBG PAYOUT CALENDAR

1st & 3rd WEDNESDAY

PAYOUT SUBMITTED BY 1:00 PM:

CHECK MAILED

Wednesday, August 07, 2019

Wednesday, August 21, 2019

Wednesday, September 04,
2019

Wednesday, September 18,
2019

Wednesday, October 02, 2019

Wednesday, October 16, 2019

Wednesday, November 06,
2019

Wednesday, November 20,
2019

Wednesday, December 04, 2019

Wednesday, December 18, 2019

Thursday, January 02, 2020

Wednesday, January 15, 2020

Wednesday, February 05, 2020

Wednesday, February 19, 2020

Wednesday, March 04, 2020

Wednesday, March 18, 2020

Wednesday, April 01, 2020

Wednesday, April 15, 2020

Wednesday, May 06, 2020

Wednesday, May 20, 2020

Wednesday, June 03, 2020

Wednesday, June 17, 2020

Wednesday, July 01, 2020

Wednesday, July 15, 2020

Thursday, August 22, 2019

Thursday, September 05,
2019

Thursday, September 19,
2019

Thursday, October 03, 2019

Thursday, October 17, 2019

Thursday, October 31, 2019

Thursday, November 21, 2019

Thursday, December 05, 2019

Thursday, December 19, 2019

Thursday, January 02, 2020

Thursday, January 16, 2020

Thursday, January 30, 2020

Thursday, February 20, 2020

Thursday, March 05, 2020

Thursday, March 19, 2020

Thursday, April 02, 2020

Thursday, April 16, 2020

Thursday, April 30, 2020

Thursday, May 21, 2020

Thursday, June 04, 2020

Thursday, June 18, 2020

Thursday, July 02, 2020

Thursday, July 16, 2020

Thursday, July 23, 2020

FINAL FOR GRANT YEAR 45

Thursday, July 23, 2020