11.3.16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO HOUSING CONTRACT

RECIPIENT:

CDBG-NDR CONTRACT NUMBER:

START DATE:

AWARD AMOUNT:

DIRECT Leverage (match)

END DATE:

City of Dubuque 13-NDRH-001

October 11, 2016

\$8,900,165.00 \$400,000

September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and the City of Dubuque ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACT.</u> "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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in "Budget Activity" as found in the Recipient's lowaGrants.gov account; and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION</u>. "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 <u>CONTRACT.</u> "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect, unless the Contract is terminated earlier. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and accomplishments agreed to herein as of the end date as stated above; or b) the Contract is terminated by the Authority due to any default under Article 10; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 <u>FAIR MARKET VALUE.</u> "Fair Market Value" means a value based upon the fair market value of the property to be acquired.
- 1.11 GRANT, "Grant" means the award of CDBG-NDR funds to the Recipient for the purposes set forth in this Contract.
- 1.12 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.13 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 1.14 LOW AND MODERATE INCOME HOUSEHOLDS. "Low and Moderate Income Households" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area income as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines.
- 1.15 <u>LOW AND MODERATE INCOME PERSON.</u> "Low and Moderate Income Person" means a member of a low and moderate income household as defined above.
- 1.16 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.17 <u>NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO.</u> "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.18 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.19 PROGRAM INCOME. "Program Income" shall have the meaning set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.20 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 1.21 PROJECT. "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and IowaGrants.gov.
- 1,22 PROJECT SITE. "Project Site" means a site or sites together with any building or buildings located on a site or sites

that are under common ownership, management, and financing and are to be assisted with funds under this Contract as a single undertaking, and includes all activities associated with such site or sites and building or buildings.

- 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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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.
- 1.24 <u>SECURITY INSTRUMENTS.</u> "Security Instruments" means, collectively, those documents described in Section 4.1 hereof.
- 1.25 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.
- 1.26 <u>TENANT AND OWNER-OCCUPIED INCOME VERIFICATION.</u> "Income Verification" means the verification of the income of each occupant of the Project Site completed in the manner as required by the Authority on forms provided by the Authority.
- 1.27 <u>TERM OF AFFORDABILITY.</u> "Term of Affordability" means the period of time during which the housing assisted through this Project is rent-restricted, or the occupants of such housing are income-qualified, as set forth in Section 5.3.

ARTICLE 2 FUNDING

- FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> 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 activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.
- 2.4 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 audit(s) required in Section 2.0 of the General Provisions in Attachment C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of the Recipient are to commence as of the Start Date and shall be undertaken in such sequence 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 in Section 1.0 of the General Provisions in Attachment C of this Contract.

- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 9.1(b), "Reports".
- 3.5 <u>RECAPTURE OF GRANT.</u> 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.

ARTICLE 4 SECURITY

4.1 SECURITY INSTRUMENTS.

- (a) Rental Properties: 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:
 - Agreement for Covenants and Restrictions.
- 4.2 <u>FILING.</u> 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 date-stamped originals of the recorded documents.
- 4.3 OTHER. The Recipient shall obtain and provide to the Authority lien searches, a Title Guaranty Certificate, and the HUD closing (Financing) statement (as applicable).

ARTICLE 5 PERFORMANCE TARGET ACHIEVEMENT

- 5.1 <u>PERFORMANCE TARGETS.</u> By the End Date, the Recipient shall have accomplished the activities and performance targets as described in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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 Attachment A, "Program Description" and 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.
- 5.3 AFFORDABILITY REQUIREMENTS, During the Term of Affordability, any units assisted with funds pursuant to this Contract shall maintain the following (collectively, the "Affordability Requirements"):
 - (a) Maximum Income: In order to qualify under the National Objective of benefitting Low and Moderate Income Persons, occupants must be eligible as defined per Attachment D, "Bee Branch Healthy Homes Resiliency Program Guidelines".

Noncompliance with the Affordability Requirements shall constitute cause for IEDA to seek immediate repayment of funds awarded by IEDA for the Project.

5.4 <u>ENFORCEMENT PROVISIONS.</u> The following means of enforcement shall apply to each identified form of Project assistance, and shall be binding on the Recipient when the contract is executed for that type of assistance. Additional provisions may be included as a part of the contract.

- (a) <u>RENTAL HOUSING</u> Any rental housing property assisted with Program funds shall have placed upon it recorded financial security instruments insuring compliance with the occupancy restriction and the rent restrictions with the effective term of said instrument.
- 5.5 <u>PROPERTY STANDARDS.</u> All housing assisted with Program funds shall be maintained throughout the applicable Term of Affordability in compliance with any applicable state and local housing standards, laws and codes of the Recipient, as affected by the Project location.
- 5.6 <u>AFFIRMATIVE MARKETING.</u> The Recipient shall comply with the affirmative marketing responsibilities as set forth in 24 CFR 92.351 and the Program Rules.
- 5,7 <u>INCOME CERTIFICATIONS.</u> The Recipient shall maintain records of each Tenant and Owner-Occupied Income Verification to be completed at the time of the CDBG-NDR investment in the property. Owner-occupied households will only be income verified once, at the time of application, prior to CDBG-NDR investment in the property. Rental tenants will be income verified at the time of CDBG-NDR investment in the property, and for the Term of Affordability, any new tenant, as a result of a new lease or change in lease, will be income verified at the time of occupancy.

ARTICLE 6 USE OF FUNDS

- 6.1 <u>GENERAL</u>. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work and services as written and described in the Recipient's approved Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 6.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 6.3 <u>BUDGET REVISIONS.</u> 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 <u>PROHIBITION ON USE OF FUNDS.</u> 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-NDR 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 <u>ADMINISTRATIVE COST LIMITATIONS.</u> Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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 the amount as found in "Budget Activity". 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.
- 6.6 <u>DUPLICATION OF BENEFITS.</u> 42 U.S.C. 5155 provides that any federal agency administering any program providing financial assistance to persons, 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 any 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 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this Contract shall be conducted and performed in compliance with the Program Rules.
- 6.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.
- 6.9 <u>SPECIAL FLOOD HAZARD AREA.</u> 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 in accordance with Executive Order 11988 and 24 CFR part 55.
- 6,10 <u>FAIR MARKET VALUE</u>. The Fair Market Value of any property purchased pursuant to this Contract shall be derived from a methodology that results in a reasonable determination of the fair market value of such property. The use of such methodology shall be subject to the prior written approval of IEDA. If such methodology is determined by use of appraisals, any such appraisals shall comply with the appraisal requirements of the URA at 49 CFR 24.103.
- 6.11 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 as described in Attachment D, "Bee Branch Healthy Homes Resiliency Program Guidelines" as applicable.
 - (b) 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 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 <u>FINANCIAL COMMITMENTS.</u> The Recipient shall have submitted a firm written commitment from each source of funds to the Project identified 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 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to withhold funds until the Authority has reviewed and approved all documents, such as permits or licenses from other local, 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(I) of the Housing and Community Development Act of 1974, as amended.
- 7.6 <u>RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.</u> 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 <u>RECORDING.</u> The Recipient shall have properly recorded in the appropriate office of the Recorder of Deeds and/or the Secretary of State any mortgage, security agreement, financing statement, covenants and restrictions, or similar document required by the Authority under this Contract, with all recording charges paid.
- 7.8 ADMINISTRATIVE PLAN. The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and in compliance with the Housing Fund Administrative Rules and the required elements of the Authority's model of the Owner-Occupied Rehabilitation Administrative Plan (as applicable). The release of housing funds shall be contingent upon the Authority's receipt of the Administrative Plan. The Authority reserves the right to withhold funding if it determines that the Recipient's Administrative Plan is not adequate to ensure the operation of the activity in compliance with the state and Federal requirements.
- 7.9 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 8 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 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All action on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, has been effectively taken.
- 8.2 <u>FINANCIAL INFORMATION.</u> All financial statements and related materials concerning the Project that have been provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 8.3 <u>CLAIMS AND PROCEEDINGS</u>. 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 this Contract or the ability of the Recipient to comply with the obligations of this 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 <u>START DATE.</u> 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

- AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by IEDA, the Recipient 9.1 covenants with IEDA that:
 - WORK AND SERVICES. The Recipient shall perform work and services detailed in the Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account of the Contract by the End Date.
 - REPORTS. The Recipient shall prepare, review and sign the requests and reports as specified below in the (b) form and content specified by the Authority. The Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPOR	RT	DUE DATE
1.	Request for Payment	At least every three (3) months
2.	Activity Status Reports: Housing beneficiary and unit data, entered on statewide online system, as specified by IEDA	As units are completed
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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8,	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables	As specified in Attachment A, "Program Description"
10	Other reports as required by the Authority and the Program Rules	As needed

- 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, including all costs of acquisition. The Recipient shall maintain all records of Tenant Income Verifications. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.
- 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 Project; the Recipient shall provide proper facilities for making such examination and/or inspection.
- USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved

by the Authority.

- (f) <u>DOCUMENTATION.</u> 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 losses in connection with the Project. In addition, 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 (singularly, a "Vendor" and, collectively, "Vendors") 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 of 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) <u>NOTICE TO AUTHORITY.</u> 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) <u>CERTIFICATIONS</u>. 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 Program Rules, all as may hereafter be modified or amended:
 - (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa 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 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 (P.L. 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; and 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 CDBG Management Guide and the IEDA Audit Guide.
- (xiii) 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.
- (xiv) 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(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (k) MAINTENANCE OF PROJECT PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. 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 its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.
- 9.2 <u>NEGATIVE COVENANTS.</u> 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.
 - (c) <u>ADMINISTRATION</u>. 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 the 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) <u>NONCOMPLIANCE.</u> 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
- (e) <u>INSURANCE.</u> 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.
- (f) <u>LACK OF AFFORDABILITY.</u> If the Recipient, fails to maintain affordability of the Project, as set forth in Section 5.3, for the Term of Affordability.
- (g) <u>BUSINESS CHANGES.</u> If there is a material change in the ownership, structure or control of the Recipient which occurs without the prior written disclosure to and if required, written permission of the Authority.
- (h) ABANDONMENT. If the Recipient abandons the Property(ies) assisted under the Contract.
- (i) <u>INSECURITY.</u> If the Authority in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, or the value of its collateral is or will be materially impaired.
- (j) <u>FAILURE TO PROVIDE ENFORCEMENT</u>. If the Recipient has failed to provide an appropriate means of enforcement for a Project.
- 10.2 NOTICE OF DEFAULT. In the event of default, IEDA 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 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available 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 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 repayment of the Grant or, at its discretion, the Authority may require partial repayment of the Grant 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. Performance targets include income targeting and affordability requirements as required by Federal law and regulation.

ARTICLE 11 INCORPORATED DOCUMENTS

- 11.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents that are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at

www.iowaeconomicdevelopment.com/Community/CDBG.

- (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- (f) Attachment D, "Bee Branch Healthy Homes Resiliency Program Guidelines".
- 11.2 <u>ORDER OF PRIORITY.</u> 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) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
 - (g) Attachment D, "Bee Branch Healthy Homes Resiliency Program Guidelines".
- 11.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event any provision of this Contract, including any Attachments, conflicts with any of the Program Rules, each conflicting provision shall be of no force and effect, and the Program Rules shall apply in lieu thereof as though fully set forth herein.

ARTICLE 12 MISCELLANEOUS

- 12.1 <u>LIMIT ON PROCEEDS OF ON HAND.</u> The Recipient shall request funds only as needed and shall not have more than five hundred dollars (\$500.00) of proceeds of the Grant, 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 <u>BINDING EFFECT.</u> 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 <u>SURVIVAL OF CONTRACT.</u> 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.
- 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 lowaGrants.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 <u>WAIVERS</u>. 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 <u>LIMITATION</u>. 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 <u>HEADINGS</u>. 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 <u>INTEGRATION</u>. 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 has relied on any such prior representation in entering into this Contract.
- 12.10 <u>COUNTERPARTS</u>. 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 but one and the same instrument.
- 12.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 12.13 <u>TIME IS OF THE ESSENCE.</u> 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 START DATE first stated.

RECIPIENT: City of Dubuque

BY:

Roy Buol Mayor 50 West 13th St. Second Floor Dubuque, IA 52001

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

City of Dubuque Housing

	Deliverables	
(971-01) Rehab: Single-Unit Residential Homeowner Rehabilitation	188 # of units	
(733-01) Rehab: Single-Unit Residential Rental Residential Rehabilitation	28 # of units	
(734-01) Rehab: Multi-Unit Residential Multi-Family Housing	104 # of units	

Disaster Tie-back

311 - Outcome Values Projections

The City of Dubuque experienced severe flooding in July 2011, causing substantial damage, especially in the historic Bee Branch Creek Watershed. The Bee Branch Healthy Homes Resiliency Program addresses unmet recovery needs from the 2011 flooding event.

(311-01) Economic	Stabilize the property values of the homes with installed resiliency measures. Documented through annual reporting of home values, due to IEDA by October 15 of each year.
(311-02) Environment	al Reduce the number of asthma related visits to school nurse in elementary schools in the project area. Due to IEDA by December 31st of each year.
(311-03) Resilience	320 homes with resiliency measures installed such as foundation repairs, mold and

healthy home. Documented on claims as homes are competed.

(311-04) Social Home advocates provide educational material and work with residents to complete 107 resiliency surveys. Documented on claims as consultations are completed.

Activity 181-01 Administration \$472,500

City of Dubuque Housing – CDBG-NDR Rehab Program Cos	ts: \$8,427,665
(971-01) Rehab: Single-Unit Residential - Homeowner Rehabilitation	\$4,951,253
(733-01) Rehab: Single-Unit Residential Rental - Residential Rehabilitation	\$737,421
(734-01) Rehab: Multi-Unit Residential - Multi-Family Housing	\$2,738,991

Cost Projections & Activity per Quarter

	Quarte	er 1		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	12,434
Units completed this Qtr	0	Program Cost per Quarter	\$	-
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	-
Units Completed To Date	0	Total Expenditures to Date	\$	12,434
	Quarte	er 2		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	12,434
Units completed this Qtr	1	Program Cost per Quarter	\$	26,337
Lead/HH Leverage Projects	.1	Lead/HH Leverage Dollars	\$	16,000
Units Completed To Date	1	Total Expenditures to Date	\$	67,205
	Quarte	er 3		
	Units	Budget Expenses	_	
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	6	Program Cost per Quarter	\$	158,022
Lead/HH Leverage Projects	2	Lead/HH Leverage Dollars	\$	32,000
Units Completed To Date	7	Total Expenditures to Date	\$	282,096
	Quarte	er 4		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	20	Program Cost per Quarter	\$	526,740
Lead/HH Leverage Projects	4	Lead/HH Leverage Dollars	\$	64,000
Units Completed To Date	27	Total Expenditures to Date	\$	897,704
	Quarte	er 5		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	25	Program Cost per Quarter	\$	658,425
Lead/HH Leverage Projects	4	Lead/HH Leverage Dollars	\$	64,000
Units Completed To Date	52	Total Expenditures to Date	\$	1,644,997

	Quarter 6			
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	15	Program Cost per Quarter	\$	395,055
Lead/HH Leverage Projects	3	Lead/HH Leverage Dollars	\$	48,000
Units Completed To Date	67	Total Expenditures to Date	\$	2,112,921
	Quarte	er 7		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	10	Program Cost per Quarter	\$	263,370
Lead/HH Leverage Projects	1	Lead/HH Leverage Dollars	\$	16,000
Units Completed To Date	77	Total Expenditures to Date	\$	2,417,159
	Quarte	or 8		
	Units	Budget Expenses	_	
	Oilits	Admin Qtrly Expenses	\$	24,868
Unite assumble to differ Ote	20	Program Cost per Quarter	\$	526,740
Units completed this Qtr	4	Lead/HH Leverage Dollars	\$	64,000
Lead/HH Leverage Projects Units Completed To Date	97	Total Expenditures to Date	\$	3,032,768
	Quarte	or 0		
	Units	Budget Expenses	_	
	Ullits	Admin Qtrly Expenses	\$	24,868
The second are on	25	Program Cost per Quarter	\$	658,425
Units completed this Qtr	3	Lead/HH Leverage Dollars	\$	48,000
Lead/HH Leverage Projects	122	Total Expenditures to Date	\$	3,764,061
Units Completed To Date	IZZ	Total Experiatores to Date	Ψ	0,704,001
	Quarte	er 10		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	15	Program Cost per Quarter	\$	395,055
Lead/HH Leverage Projects	3	Lead/HH Leverage Dollars	\$	48,000
Units Completed To Date	137	Total Expenditures to Date	\$	4,231,984

	Quarter 11			
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	10	Program Cost per Quarter	\$	263,370
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	-
Units Completed To Date	147	Total Expenditures to Date	\$	4,520,223
	Quarte	er 12		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	14	Program Cost per Quarter	\$	368,718
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	
Units Completed To Date	161	Total Expenditures to Date	\$	4,913,809
	Quarte	er 13		
	Units	Budget Expenses	_	
	(95)	Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	20	Program Cost per Quarter	\$	526,740
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	15-116-13
Units Completed To Date	181	Total Expenditures to Date	\$	5,465,418
	Quarte	er 14		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	20	Program Cost per Quarter	\$	526,740
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	9
Units Completed To Date	201	Total Expenditures to Date	\$	6,017,026
	Quarte	er 15		
	Units	Budget Expenses	7	
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	20	Program Cost per Quarter	\$	526,740
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	- 8
Units Completed To Date	221	Total Expenditures to Date	\$	6,568,635

	Quarter 16			
	Units	Budget Expenses	_	
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	20	Program Cost per Quarter	\$	526,740
Lead/HH Leverage Projects	.0	Lead/HH Leverage Dollars	\$	÷.
Units Completed To Date	241	Total Expenditures to Date	\$	7,120,243
	Quarte	er 17		
	Units	Budget Expenses	_	
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	25	Program Cost per Quarter	\$	658,425
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	1
Units Completed To Date	266	Total Expenditures to Date	\$	7,803,536
	Quarte	er 18		
	Units	Budget Expenses	_	
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	23	Program Cost per Quarter	\$	605,751
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	4556
Units Completed To Date	289	Total Expenditures to Date	\$	8,434,156
	Quarte	er 19		
	Units	Budget Expenses	_	
		Admin Qtrly Expenses	\$	24,868
Units completed this Qtr	31	Program Cost per Quarter	\$	816,272
Lead/HH Leverage Projects	0	Lead/HH Leverage Dollars	\$	4
Units Completed To Date	320	Total Expenditures to Date	\$	9,275,296
	Quarte	er 20		
	Units	Budget Expenses		
		Admin Qtrly Expenses	\$	24,868
Units completed this Otr	0	Program Cost per Quarter	\$	2
Units completed this Qtr Lead/HH Leverage Projects	0	Program Cost per Quarter Lead/HH Leverage Dollars	\$	8

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>INDEMNIFICATION</u>. 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-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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 in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 <u>CIVIL RIGHTS</u>.

- (a) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. 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) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

ATTACHMENT D

Bee Branch Healthy Homes Resiliency Program Guidelines CDBG-NDR (National Disaster Resiliency) Funds

Program Overview:

- The Bee Branch Healthy Homes Resiliency Program (BBHHRP) is designed to support residential properties with flood damage from the 2011 storms in the low to moderate income areas of Dubuque that are strategically aligned with and extending to and from the Bee Branch Creek Restoration Project, in accordance with the application for and award of HUD National Disaster Resiliency Funds.
- The BBHHRP is eligible for NDR funding as a result of the presidentially declared Disaster DR-4018, Severe Storms and Flooding with an Incident Period of July 27-29, 2011.
- All activities funded through this program shall comply with these guidelines, the City of Dubuque's Administrative Plan and IEDA's Management Guide and any other guidance provided by IEDA.
- Participating properties will be located within the Flood Resiliency Eligible Area (see attached map), will be flood
 impacted, and will be determined eligible to participate by the City of Dubuque. The City of Dubuque's Administrative
 Plan will provide a written description of the Flood Resiliency Eligible Area in the form of neighborhood name or
 streets boarding the area.
- For the purposes of this program, a "Disaster Assisted Unit" shall be defined as a residential unit occupied by a household, either single family as a single unit, or multiple units included in a multi-family complex. The unit must be eligible to participate in the BBHHRP, must be located within the eligible area, and must be occupied by an LMI qualifying household or at least 51% of LMI qualifying households in a rental complex. The owner of the property (either single family owner occupied or landlord) is not required to have been the owner of record at the time of the 2011 disaster, as all rehabilitation need will be documented as of 2016, all repair work will be completed in a way that both recovers the unit(s) from disaster impact and makes the unit(s) more resilient against future flooding, and all invested funds will be secured by a lien on the property documenting the terms of the forgivable loan.
- The form of assistance shall be limited to forgivable loans. All construction costs associated with a unit will be protected in the form of a mortgage lien on the property in the amount of the expended construction expenses (loan amount) for repair/rehabilitation/resiliency improvements. The mortgage lien shall include the covenants and restrictions as established by these guidelines and the Administrative Plan and shall be enforced for the term of the loan five years from the date of filing. Forgivable loans under this activity must be 5-year receding. Receding equally 20% per year after the mortgage lien is filed. Payback of CDBG-NDRC funds remaining, or the total of the net proceeds of the sale, whichever is less, will be required if the assisted property owner sells, vacates, or abandons the property any time within the 5 year period, unless such transfer or sale meets the requirements of these guidelines specific to Rental Rehab (activities 733 &734).
- All activities undertaken must meet the CDBG National Objective of LMH Housing Repair/Rehabilitation activities will benefit <u>only</u> low and moderate income (LMI) persons or households (at or below 80% of median family income). The City of Dubuque will develop application materials for residents to qualify to participate in the program through their Administration Plan.
- No benefits to structures located within the 100-year floodplain will be allowed, unless the activity meets all HUD environmental requirements, all applicable flood mitigation design standards, and the property is insured by Federal Flood Insurance. 24 CFR 58.6. applies to buildings renovated in a 100 year floodplain. Such buildings must maintain flood insurance on the property. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), requires that recipients of financial assistance maintain flood insurance. The rule for loans included in that section applies to deferred payment loans, i.e. flood insurance is to be maintained for the full term of the loan. The City shall, through their Administrative Plan, establish a procedure for assisting applicants with an understanding of the potential cost of Flood Insurance prior to participating in the program.
- All units to be rehabilitated must be both financially and structurally feasible to rehabilitate. The City of Dubuque shall establish parameters for making this determination in their Administrative Plan.
- For purposes of the CDBG-NDR funds, all technical services related costs (also known as soft costs; carrying costs; direct administration costs) will be considered as "project delivery costs". Project delivery costs, although administrative in nature, must be considered as project costs attributable to each housing unit within the housing activities undertaken per unit/address and accounted for in this manner. Overall, project delivery costs need to be reasonable, documented and cannot exceed \$15,000 per housing unit. All project delivery costs must be supported with backup documentation to justify their expenditure. Project Delivery may include:
 - Site Specific Environmental Review, such as Section 106 documentation
 - Relocation Expenditures per unit as applicable
 - Lead testing and Lead hazard control
 - City of Dubuque Staff time for inspecting participating units, developing work scopes,
 - Home Advocate
 - Intake Verification of applicants
 - Lien Development and Filing

Administration expenses are all expenses associated with the implementation of the BBHHRP as a whole, including overall environmental review and publications, developing application materials and program procedures, office supplies, office space, etc. These expenses are NOT considered project delivery and should be drawn out of admin (Activity 181) funding and not program funding.

- While there is no specific funding cap for construction activities, the CDBG-NDR funds are subject to the requirements of the Federal Lead Safe Housing regulations, impacting all dwelling units that were constructed prior to January 1, 1978. This will limit rehabilitation hard costs at an amount not-to-exceed \$24,999 in federal funds (CDBG-NDR and/or HUD Healthy Homes) in order to work under Lead Safe Interim Controls, unless the property qualifies for an exemption under 24CFR35.115 or the contractor implements full lead abatement in accordance with the Federal Lead Safe Housing regulations.
- It is the IEDA's goal to utilize the CDBG-NDR funds in a manner that results in green-rehab sustainable structures for all rehab/resiliency work. All project must utilize the HUD CPD Green Building Checklist as enhanced by IEDA.
- No duplication of benefits (DOB) will be allowed. Prior to assisting properties, IEDA will need to determine and verify
 any monies received from any other federal or state financial resources providing disaster recovery funding and any
 insurance settlement payments provided to the rental property owner, and adjust the CDBG-NDR amount and project
 scope accordingly. For additional information about DOB, See IEDA provided DOB Guidance.

Reporting:

- The CDBG-NDR program requires the documentation of Outcome Values associated with this rehabilitation program.
 The City of Dubuque will document through lowagrants.gov completion of the following annual reports:
 - Environmental Outcome Value will be documented through an annual reporting of the number of asthma cases documented through the schools. On or before December 31st of each reporting year, beginning in 2017, the City of Dubuque will upload to iowagrants.gov a summary report including the name of each school included in the analysis, the student population of each school for that school year, and the number of asthma cases reported.
 - Economic Outcome Value will be documented through an annual reporting of the assessed value of all properties participating in the CDBG-NDR program. On the 1st of October of each reporting year, IEDA will send the City of Dubuque a report including all properties that were completed within the reporting year, ending September 30th of each year, and the baseline 2016 property value collected through iowagrants.gov. The City will then provide the current property value at the time of reporting, and upload the report no later than October 15th.

Single Family Owner Occupied Resiliency Rehab (Activity 971):

- Eligible property owners will be income qualified to ensure that the persons or households receiving the benefit of Resiliency Rehab/Repair are qualified at or below the CDBG Median Income Levels for 80% of median family income (MFI).
- Assistance to owner occupied single family homes will be limited to forgivable loans. Forgivable loans under this
 activity must be at least 5-year <u>receding</u>. Receding equally 20% per year after the mortgage lien is filed. Forgivable
 loans must be secured as a mortgage lien on the assisted property. Payback of CDBG-NDRC funds remaining, or the
 total of the net proceeds of the sale, whichever is less, will be required if the assisted property owner sells, vacates,
 rents or abandons the property any time within the 5 year period.
- Beneficiaries of this activity must be the owner of record of the property to be assisted (ownership type is limited to fee simple title or 99-year leasehold ownership). Land sales contracts are not typically eligible, however such contracts may be reviewed on a case-by-case basis by IEDA and the City of Dubuque.
- Housing repair/rehabilitation assistance is allowed <u>only</u> on the beneficiary's primary residence. The City of Dubuque shall document eligibility.

Rental Resiliency Rehab (Activity 733 & 734):

- Rental Rehabilitation is limited to projects of 12 units or fewer. In cases of properties with eight units or more, Davis-Bacon regulations will be followed.
- This activity is available only to rental property owners that agree to comply with all federal, state and local
 requirements (including, but not limited to: these guidelines; the forgivable mortgage lien and agreement for
 covenants and restrictions for rental rehabilitation; Fair Housing and Equal Opportunity requirements; accessibility for
 persons with disabilities; procurement and contracting requirements; local rental housing codes and requirements;
 etc.).
- Eligible properties within proposed projects will be limited to those that are entirely (100%) residential rental units. No mixed-use types of properties will be eligible under this activity.
- Assistance to rental single or multi-family will be limited to forgivable loans. Forgivable loans under this activity must be 5-year receding. Receding equally 20% per year after the mortgage lien is filed. Payback of CDBG-NDRC funds remaining, or the total of the net proceeds of the sale, whichever is less, will be required if the assisted property

owner sells, vacates, or abandons the property any time within the 5 year period. Upon mutual agreement and consent between the IEDA, the recipient and the originally assisted rental property owner, the assisted rental project may be sold or transferred without the remaining amount of the loan repaid, but, <u>only</u> if the purchaser agrees to continue with the terms of the forgivable loan agreement and the covenants and restrictions, to complete the remainder of the five-year term of the loan.

- CDBG National Objective All assisted rental properties must meet the national objective of "Primarily benefits
 persons of low and moderate income Housing". Effectively, this means that at least 51% of the units in an assisted
 property must be occupied by persons or households whose incomes are at or below 80% of the area median income
 limits (LMI) for the term of the loan.
 - In a one unit project the one unit must be made available to and occupied by a LMI tenant.
 - In a two unit project one of the two units must be made available to and occupied by a LMI tenant.
 - Projects of three or more units 51% of all units in the project (rounded up to the nearest whole number)
 must be made available to and occupied by a LMI tenant (e.g., in a four unit project, three units must be
 made available to and occupied by LMI tenants).

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date: City of Dubuque 13-NDRH-001 1 June 1, 2017

The lowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and City of Dubuque ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 7. CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY, by adding 7.10 condition (k):
 - "7.10 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 7.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S) 733, 734, 971 APPLICABLE CONDITIONS
(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) <u>RURAL WATER CONNECTION FEE PROJECTS.</u> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa

Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN</u>. Prior to the Recipient's obligation of funds for construction, the Recipient will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Recipient for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
- AMEND Article 11.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and replacing (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines".
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."

 "(f) Attachment D, ""Bee Branch Healthy Homes Resiliency Program Guidelines, June 1, 2017." State of Iowa's

 Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated
 Program Specific Guidelines as found on the Authority's website at
 https://www.iowaeconomicdevelopment.com/Community/NDR.".
- AMEND Article 11.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and replacing (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."

 "(g) Attachment D, ""Bee Branch Healthy Homes Resiliency Program Guidelines, June 1, 2017." State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 JOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

6. AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:

"The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov. The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Program Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

- AMEND contract by replacing Attachment D, ""Bee Branch Healthy Homes Resiliency Program Guidelines" with Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - a) Community Development Block Grant -- National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
 - b) Community Development Block Grant -- National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guldelines: Bee Branch Healthy Homes Resiliency Program
 - c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: CITY OF DUBUQUE

Roy D. Bug, Mayor

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:
Timothy R. Waddell, Division Administrator

TH 11-18-16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT: CDBG-NDR CONTRACT NUMBER: START DATE: AWARD AMOUNT: DIRECT Leverage (match) END DATE: Benton County 13-NDRI-002 October 11, 2016 \$11,168,559 \$ 0 September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Benton County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

- WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION</u>. "Application" means the application submitted by the lowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "lowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 <u>NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO.</u> "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports"

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION</u>. 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.

ARTICLE 5 USE OF FUNDS

- 5.1 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 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-NDR 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.
- 5.5 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 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.
- 5.10 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 6 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:

- 6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

173

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) <u>RURAL WATER CONNECTION FEE PROJECTS.</u> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7,2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 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 8 COVENANTS OF THE RECIPIENT

- 8.1 AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPO	PRT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR program.

RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>CERTIFICATIONS</u>. 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa 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(P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:
 - (a) <u>MATERIAL MISREPRESENTATION</u>. 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 NOTICE OF DEFAULT. IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 11 herein.
- (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 <u>NOTICES.</u> 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Benton County

BY:

Chairperson

Benton County Courthouse

111 East 4th Street Vinton, IA 52349

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Benton County (Middle Cedar)

Deliverables

Deliverables	
	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	2
Practices Installed (estimated)	166
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Benton Co	Benton County - Construction Costs:		\$10,655,450	
5	173-03	Project Coordinator	\$375,000	
-	173-01	Design & Construction	\$9,017,788	
	173-02	Model/Sensors/Data	\$1,262,662	

Benton County – 172-01 Watershed Plan costs:	\$300,000
	The state of the s

101-01 - Administration \$215,105	181-01 - Administration	\$213,109	
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Benton County will subcontract with the University of Iowa in the amount of \$1,262,662 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 2 water-quality sensors for distribution among the target watersheds, including two in the Middle Cedar River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it

will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$436,677):

Q-1 \$135,478

- Order/purchase water quality sensor for the Middle Cedar River Watershed (equipment budget category, no indirect) (\$77,000)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$1000)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed. (\$42,478)
- Project coordinator begins work. (\$15,000)

Q-2 \$84,729

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed. (\$34,729)
- Project coordinator work continues. (\$20,000)
- Begin watershed plan development. (\$30,000)

Q-3 \$107,411

- Deploy water quality sensor (\$4,000)
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$1000)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed. (\$14,205)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River Watershed. (\$14,206)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$54,000)

Q-4 \$109.059

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed. (\$17,529)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River. (\$17,530)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$54,000)

Year 2 (\$2,300,452):

Q-1 \$161,877

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River. (\$44,339)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$54,000)
- Watershed project design begins. (\$42,788)

Q-2 \$432,433

- Begin developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed (nearing completion for the hydrologic assessment). (\$28,076)
- Begin to validate and update model using remotely-sensed hydrologic data. (\$7,500)

- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River, especially considering input from stakeholders. (\$10.000)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$54,000)
- Watershed project design continues. (\$62,857)
- Watershed project construction begins. (\$250,000)

Q-3 \$478,854

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$34,497)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Project coordinator work continues. (\$20,000)
- Watershed plan completed. (\$54,000)
- Watershed project design continues. (\$62,857)
- Watershed project construction continues. (\$300,000)

Q-4 \$1,227,288

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed (model is nearing completion for the hydrologic assessment). (\$36,180)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$62,858)
- Watershed project construction continues. (\$1,100,000)

Year 3 (\$4,929,047)

Q-1 \$1,408,127

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$65,770)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$62,857)
- Watershed project construction continues. (\$1,250,000)

Q-2 \$1,358,219

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$65,862)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$62,857)
- Watershed project construction continues. (\$1,200,000)

Q-3 \$756,131

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$51,774)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$12,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$62,857)
- Watershed project construction continues. (\$600,000)

Q-4 \$1,406,570

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$52,213)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$12,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design completed. (\$62,857)
- Watershed project construction continues. (\$1,250,000)

Year 4 (\$2,966,342):

Q-1 \$1,345,701

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$54,201)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information and early project evaluation results at a Middle Cedar River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$12,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$1,250,000)

Q-2 \$1,095,792

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$54,292)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information and early project evaluation results at a Middle Cedar River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$12,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$1,000,000)

Q-3 \$429,703

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed. (\$53,203)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$12,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction ends. (\$335,000)

Q-4 \$95,146

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed, (\$53,646)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$12,000)
- Project coordinator work continues. (\$20.000)

Year 5 (\$322,932):

- Q-1 \$85,872
 - Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
 - Share project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
 - Full-scale evaluation of implemented practices. (\$56,372)
 - Project coordinator work continues. (\$20,000)
- Q-2 \$85,982

- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Complete draft watershed project assessment report and distribute to Middle Cedar River Watershed WMA. (\$15,000)
- Continue full-scale evaluation of implemented practices. (\$41,482)
- Project coordinator work continues. (\$20,000)

Q-3 \$85,274

- Continue to validate and update model using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$7,500)
- Continue full-scale evaluation of implemented practices. (\$48,274)
- Project coordinator work continues. (\$20,000)

Q-4 \$65,804

- Final validation and model update using remotely-sensed hydrologic data. (\$7,500)
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s), (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$46,304)
- Finalize watershed project assessment report and distribute to Middle Cedar River Watershed WMA. (\$10,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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.
- 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, lowa 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-NDR 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-NDR 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-NDR funds for acquisition or improvement to the real property.
- **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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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 <u>INDEMNIFICATION</u>. 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) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 lowa may take further action, imposing other sanctions and invoking additional remedies as provided by the lowa Civil Rights Act of 1965 (Chapter 216, Code of lowa) 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 <u>POLITICAL ACTIVITY</u>. 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).
- 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date: Benton County 13-NDRI-002 1 June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Benton County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY, by adding condition (k):
- "6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as applicable).

- (j) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN</u>. Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

 AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following Revised "Attachment A, "Program Description"

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of lowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan,

protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Benton County (Middle Cedar)

Deliverables

Deliverables	
	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	2
Practices Installed (estimated)	166
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Benton Co	unty - Cons	truction Costs:	\$10,655,450	
3	173-03	Project Coordinator	\$375,000	
	173-01	Design & Construction	\$9,017,788	
1 -	173-02	Model/Sensors/Data	\$1,262,662	

\$300,000

181-01 - Administration	\$213.109	
101-01 - Administration	\$213,109	

Benton County will subcontract with the University of Iowa in the amount of \$1,262,662 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 2 water-quality sensors for distribution among the target watersheds, including two in the Middle Cedar River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the Iowa Flood Information System in that it will

be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$341,011):

Q-1 \$2,000

- Order/purchase water quality sensor for the Middle Cedar River Watershed (equipment budget category, no indirect)
- · Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed.

Q-2 \$44,305

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed.
- · Project coordinator begins work.

Q-3 \$165,603

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River Watershed.
- Project coordinator work continues.

Q-4 \$129,103

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Middle Cedar River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River.
- Project coordinator work continues.
- · Watershed plan development begins.

Year 2 (\$2,734,536):

Q-1 \$379,700

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Middle Cedar River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- Project coordinator work continues.
- · Watershed plan development continues.
- Watershed project design begins.

Q-2 \$425,187

- Begin developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land
 use, census, map layers, etc.) for the Middle Cedar River, especially considering input from stakeholders.
- · Project coordinator work continues.
- Watershed plan development continues.
- · Watershed project design continues.
- Watershed project construction begins.

Q-3 \$963,608

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- · Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$966,041

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Watershed plan development continues.
- · Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues:

Year 3 (\$3,021,063)

Q-1 \$454,881

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River
 Watershed
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Watershed plan development continues.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$454,973

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Watershed plan development completed.
- · Project coordinator work continues.
- Watershed project design continues.
- · Watershed project construction continues.

Q-3 \$1,055,385

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$1,055,824

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Year 4 (\$2,629,786):

Q-1 \$407.812

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a Middle Cedar River Watershed WMA meeting
 or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$407,903

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a Middle Cedar River Watershed WMA meeting
 or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- · Watershed project design continues.
- Watershed project construction continues.

Q-3 \$906,814

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$907,257

- Continue developing scenarios for analysis using the hydrologic model developed for the Middle Cedar River Watershed.
- · Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices.
- Watershed project design continues.
- Watershed project construction continues.
- Project coordinator work continues.

Year 5 (\$2,442,163):

Q-1 \$352,983

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s).
- · Full-scale evaluation of implemented practices.
- · Watershed project design continues.
- Watershed project construction continues.
- Project coordinator work continues.

Q-2 \$353,093

- . Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to Middle Cedar River Watershed WMA.
- Continue full-scale evaluation of implemented practices.

- Watershed project design continues.
- Watershed project construction continues.
- Project coordinator work continues.

Q-3 \$897,385

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s).
- Continue work on watershed project assessment report.
- Continue full-scale evaluation of implemented practices.
- Watershed project design completed.
- Watershed project construction continues.
- Project coordinator work continues.

Q-4 \$838,702

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Middle Cedar River Watershed WMA meeting or other stakeholder event(s).
- · Watershed project construction ends.
- Final full-scale evaluation details of implemented practices.
- · Finalize watershed project assessment report and distribute to Middle Cedar River Watershed WMA."
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Benton County

Chairperson

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timothy R. Waddell, Division Administrator

TM-9.66

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT:

CDBG-NDR CONTRACT NUMBER:

START DATE:

AWARD AMOUNT:

DIRECT Leverage (match) END DATE: **Buena Vista County**

13-NDRI-003 October 11, 2016

\$3,695,107

\$ 0

September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Buena Vista County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account,
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 <u>CONTRACT.</u> "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 <u>NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO.</u> "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 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.
- 5.4 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

5.9 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.

5.10 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 6 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:

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

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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 lowaGrants.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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

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(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) FAÇADE EASEMENTS. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 <u>CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY.</u>
 For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) <u>PROJECT WORK AND SERVICES</u>. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPORT	DUE DATE
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
 Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880) 	As needed due to changes
5. Outcome Value reported – Annually	As specified by IEDA
6. Final request for Payment / Status Report	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt
8. Audit Reports (if applicable)	Within 30 days of audit completion
9. Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
 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-NDR program.

(c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>ACCESS TO RECORDS/INSPECTIONS</u>. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa 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
 (P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 <u>EVENTS OF DEFAULT.</u> 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 NOTICE OF DEFAULT. IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in Iowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 11 herein.

(b)

- Attachment C, "CDBG Program General Provisions," dated February 24, 2016.

 Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov (c)
- Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as (d) found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- "lowa Community Development Block Grant Management Guide", as found on the Authority's website at (e) www.iowaeconomicdevelopment.com/Community/CDBG.
- Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's (f) NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 SUPERSEDING AUTHORITY. Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 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.
- 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.
- 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.
- GOVERNING LAW. This Contract shall be interpreted in accordance with the laws of the State of lowa, and any action relating to the Contract shall only be commenced in the lowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 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 lowaGrants.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.
- 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.
- LIMITATION. It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated 11.7 financially under this Contract except to disburse funds according to the terms of the Contract.
- HEADINGS. The headings in this Contract are intended solely for convenience of reference and shall be given no 11.8 effect in the construction and interpretation of this Contract.
- 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.
- 11,10 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Buena Vista County

BY:

Chairperson

Buena Vista County Courthouse

215 East 5th St.

Storm Lake, IA 50588

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov.

Buena Vista County (North Raccoon River)

Deliverables

Deliverable	Deliverable Goal
Watershed Management Authority	1
Watershed Plan	1
Watershed Coordinator	1111
Water Quality Sensors Installed	11 A
Practices Installed (estimated)	59
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	11 11 11 11 11 11 11 11 11 11 11 11 11

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Bu	ena Vista C	County - Construction Costs:		\$3,426,575	
-	173-03	Project Coordinator	\$375,000		
-	173-01	Design & Construction	\$2,546,510		
	173-02	Model/Sensors/Data	\$505,065		

Buena Vista County - 172-01	Watershed Plan costs:	\$200,000	

404 04 4 1 1 1 1 1 1 1 1	440 500	
181-01 - Administration	\$68,532	

Buena Vista County will subcontract with the University of Iowa in the amount of \$505,065 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors for distribution among the target watersheds, including one in the North Raccoon River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually

review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$217,567):

Q-1 \$74,740

- Order/purchase water quality sensor for the North Raccoon River Watershed (equipment budget category, no indirect) (\$38,500)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed. (\$20,740)
- Project coordinator begins work. (\$15,000)
- Formation of Watershed Management Authority begins.

Q-2 \$37,741

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed. (\$17,741)
- Project coordinator continues work. (\$20,000)
- Formation of Watershed Management Authority continues.

Q-3 \$37,213

- Deploy water quality sensor (\$2,000)
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions, (\$500)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed. (\$7,356)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River Watershed. (\$7,357)
- Project coordinator continues work. (\$20,000)
- Formation of Watershed Management Authority continues.

Q-4 \$67,873

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed. (\$8,936)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River. (\$8,937)
- Project coordinator work continues. (\$20,000)
- · Begin watershed plan development. (\$30,000)
- Formation of Watershed Management Authority continues.

Year 2 (\$292,741):

Q-1 \$72,264

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River. (\$11,514)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)
- Formation of Watershed Management Authority continues.

Q-2 \$72,459

- Begin developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed (nearing completion for the hydrologic assessment). (\$4,459)
- Begin to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River, especially considering input from stakeholders.
 (\$4,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)
- Formation of Watershed Management Authority completed.

Q-3 \$71,027

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$7,027)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)

Q-4 \$76,991

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed (model is nearing completion for the hydrologic assessment). (\$7,241)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$30,000)
- Watershed project design begins. (\$15,000)

Year 3 (\$933,049)

Q-1 \$86,109

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$24,109)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan completed. (\$20,000)
- Watershed project design continues. (\$16,000)

Q-2 \$216,145

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$24,145)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$16,000)
- Watershed project construction begins. (\$150,000)

Q-3 \$165,310

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$18,310)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$16,000)
- Watershed project construction continues. (\$100,000)

Q-4 \$465,485

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$18,485)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$16,000)
- Watershed project construction continues. (\$400,000)

Year 4 (\$1,380,545):

Q-1 \$466,282

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$19,282)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at a North Raccoon River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$16,000)
- Watershed project construction continues. (\$400,000)

Q-2 \$412,317

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$19,317)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at a North Raccoon River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$12,000)7
- Watershed project construction continues. (\$350,000)

Q-3 \$151,892

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$18,882)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design completed. (\$2,010)
- Watershed project construction continues. (\$100,000)

Q-4 \$350,054

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed. (\$19,054)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$300,000)

Year 5 (\$802,673):

Q-1 \$346,349

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Full-scale evaluation of implemented practices. (\$20,349)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$300,000)

Q-2 \$296,393

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Complete draft watershed project assessment report and distribute to North Raccoon River Watershed WMA. (\$10,000)
- Continue full-scale evaluation of implemented practices. (\$10,393)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$250,000)

Q-3 \$133,610

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$4,000)
- Continue full-scale evaluation of implemented practices. (\$16,110)
- Project coordinator work continues. (\$20,000)
- Watershed project construction completed. (\$87,500)

Q-4 \$26,321

- Final validation and model update using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$15,321)
- Finalize watershed project assessment report and distribute to North Raccoon River Watershed WMA, (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 <u>TERMINATION</u>.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 Iaw.
- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date:

Buena Vista County 13-NDRI-003 1

June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Buena Vista County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. by adding condition (k):
- "6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) <u>RURAL WATER CONNECTION FEE PROJECTS.</u> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as

applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 DOCUMENTS INCORPORATED BY REFERENCE, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48-0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov. The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan, protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Buena Vista County (North Raccoon River)

Deliverables

Deliverable	Deliverable Goal
Watershed Management Authority	1
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed (estimated)	59
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Buena Vista County - Construction Costs:				\$3,426,575	
-	173-03	Project Coordinator	\$375,000		
	173-01	Design & Construction	\$2,546,510		
	173-02	Model/Sensors/Data	\$505,065		

Buena Vista County - 172-01	Watershed Plan costs:	\$200,000	

181-01 - Administration	\$68,532

Buena Vista County will subcontract with the University of Iowa in the amount of \$505,065 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors for distribution among the target watersheds, including one in the North Raccoon River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$155,567):

Q-1 \$2,000

- Order/purchase water quality sensor for the North Raccoon River Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed.
- Formation of Watershed Management Authority begins.

Q-2 \$2,000

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed.
- · Formation of Watershed Management Authority continues.

Q-3 \$72,409

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River Watershed.
- Formation of Watershed Management Authority continues.

Q-4 \$79,158

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the North Raccoon River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River.
- Project coordinator begins work.
- Begin watershed plan development.
- Formation of Watershed Management Authority continues.

Year 2 (\$315,873):

Q-1 \$78.047

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- Project coordinator work continues.
- · Watershed plan development continues.
- Formation of Watershed Management Authority continues.

Q-2 \$78,242

- Begin developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the North Raccoon River, especially considering input from stakeholders.
- Project coordinator work continues.

- Watershed plan development continues.
- · Formation of Watershed Management Authority completed.

Q-3 \$76,810

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- Watershed plan development continues.

Q-4 \$82,774

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Project coordinator work continues.
- · Watershed plan development continues.
- Watershed project design begins.

Year 3 (\$958,181)

Q-1 \$92,392

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed plan completed.
- Watershed project design continues.

Q-2 \$222,428

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction begins.

Q-3 \$171,593

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$471,768

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Year 4 (\$1,409,677):

Q-1 \$473,565

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$419,600

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$159,175

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- · Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design completed.
- Watershed project construction continues.

Q-4 \$357,337

- Continue developing scenarios for analysis using the hydrologic model developed for the North Raccoon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction continues.

Year 5 (\$855,809):

Q-1 \$354,632

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s).
- · Full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction continues.

Q-2 \$304,676

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to North Raccoon River Watershed WMA.

- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction continues.

Q-3 \$141,893

- . Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s).
- · Continue work on watershed project assessment report.
- · Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction completed.

Q-4 \$54,608

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a North Raccoon River Watershed WMA meeting or other stakeholder event(s).
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to North Raccoon River Watershed WMA,"
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
 - b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines,"

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Buena Vista County

Chairperson

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timothy R. Waddell, Division Administrator

Tola. 16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT: CDBG-NDR CONTRACT NUMBER: START DATE: AWARD AMOUNT: DIRECT Leverage (match) END DATE:

Fremont County 13-NDRI-004 October 11, 2016 \$1,842,666 \$ 0 September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Fremont County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.gov" means lowa'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 online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1,15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015,
- 1,17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 <u>LOCAL EFFORT REQUIREMENTS.</u> The Recipient agrees to provide local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports"

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 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.
- 5.10 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 6 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:

- 6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

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(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 <u>START DATE.</u> 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPC	PRT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR 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 period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>NOTICE TO AUTHORITY</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa Civil Rights Act of 1965; Chapter 19B.7, Code of lowa, and lowa Executive Order #34, dated July 22, 1988; lowa 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(P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 <u>EVENTS OF DEFAULT.</u> The following shall constitute Events of Default under this Contract:
 - (a) <u>MATERIAL MISREPRESENTATION</u>. 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE</u>. 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.
- 9.2 NOTICE OF DEFAULT. IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.lowaeconomicdevelopment.com/Community/NDR.

(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.

- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 11 herein.
- (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 GOVERNING LAW. This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS</u>. 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

EARL HENDRICKSON
Typed or Printed Name

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Fremont County

BY:

UICE Chairperson

Fremont County Courthouse

506 Filmore Street Sidney, IA 51652

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Fremont County (East Nishnabotna River)

Deliverables

Deliverable	Deliverable Goal
Watershed Management Authority	1
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	32
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Fremont C	remont County - Construction Costs:		\$1,610,457	
-	173-03	Project Coordinator	\$0	
20	173-01	Design & Construction	\$1,357,925	
-	173-02	Model/Sensors/Data	\$252,532	

Fremont County - 172-01Watershed Plan costs:	\$200,000
Tremont County - 172-01 Water shed Flan Costs,	\$200,000

	_
\$32,209	
	\$32,209

Fremont County will subcontract with the University of Iowa in the amount of \$252,532 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors for distribution among the target watersheds, including one in the East Nishnabotna River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the Iowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$93,178):

Q-1 \$46,032

- Order/purchase water quality sensor for the East Nishnabotna River Watershed (equipment budget category, no indirect) (\$38,500)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed. (\$7,032)
- Project coordinator begins work.
- Formation of Watershed Management Authority begins.

Q-2 \$5,782

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed. (\$5,782)
- Project coordinator continues work.
- · Formation of Watershed Management Authority continues.

Q-3 \$5,518

- Deploy water quality sensor (\$2,000)
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$500)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed. (\$1,509)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River Watershed. (\$1,509)
- Project coordinator continues work.
- Formation of Watershed Management Authority continues.

Q-4 \$35,846

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed. (\$2,923)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River. (\$2,923)
- Project coordinator work continues.
- Begin watershed plan development. (\$30,000)
- Formation of Watershed Management Authority continues.

Year 2 (\$172,971):

Q-1 \$44,411

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River. (\$3,661)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues.
- Watershed plan development continues. (\$40,000)
- Formation of Watershed Management Authority continues.

Q-2 \$44,508

- Begin developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed (nearing completion for the hydrologic assessment). (\$1,508)
- Begin to validate and update model using remotely-sensed hydrologic data. (\$1,000)
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River, especially considering input from stakeholders. (\$2,000)
- Project coordinator work continues.
- Watershed plan development continues. (\$40,000)
- Formation of Watershed Management Authority completed.

Q-3 \$43,792

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$2,792)
- · Continue to validate and update model using remotely-sensed hydrologic data. (\$1,000)
- Project coordinator work continues.
- Watershed plan development continues. (\$40,000)

Q-4 \$40,260

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed (model is nearing completion for the hydrologic assessment). (\$2,510)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$1,000)
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues.
- Watershed plan development continues. (\$30,000)
- Watershed project design begins. (\$6,000)

Year 3 (\$396,528)

Q-1 \$43,059

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$9,559)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Project coordinator work continues.
- Watershed plan completed, (\$20,000)
- Watershed project design continues. (\$8,000)

Q-2 \$58,078

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$9,578)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Project coordinator work continues.
- Watershed project design continues. (\$8,000)
- Watershed project construction continues. (\$35,000)

Q-3 \$122,660

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$6,160)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Begin evaluation of implemented practices where appropriate. (\$3,000)
- Project coordinator work continues.
- Watershed project design continues. (\$8,000)
- Watershed project construction continues. (\$100,000)

Q-4 \$172,731

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$6,231)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Continue evaluation of implemented practices where appropriate. (\$3,000)
- · Project coordinator work continues.
- Watershed project design continues. (\$8,000)
- Watershed project construction continues. (\$150,000)

Year 4 (\$710,192):

Q-1 248,141

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$5,641)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Continue evaluation of implemented practices where appropriate. (\$4,000)
- Project coordinator work continues.
- Watershed project design continues. (\$8,000)
- Watershed project construction continues. (\$225,000)

Q-2 \$146,160

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$5,660)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Continue evaluation of implemented practices where appropriate, (\$4,000)
- · Project coordinator work continues.
- Watershed project design continues. (\$6,000)
- Watershed project construction continues. (\$125,000)

Q-3 \$115.867

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$5,442)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Continue evaluation of implemented practices. (\$4,000)
- Project coordinator work continues.
- Watershed project design completed. (\$925)
- Watershed project construction continues. (\$100,000)

Q-4 \$200,024

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed. (\$5,524)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$1,500)
- Continue evaluation of implemented practices. (\$4,000)
- · Project coordinator work continues.
- Watershed project construction continues. (\$185,000)

Year 5 (\$437,588):

Q-1 \$198,178

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$1,500)
- Full-scale evaluation of implemented practices. (\$7,678)
- Project coordinator work continues.
- Watershed project construction continues. (\$185,000)

Q-2 \$113,200

- Continue to validate and update model using remotely-sensed hydrologic data. (\$2,000)
- Share project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$1,500)
- Complete draft watershed project assessment report and distribute to East Nishnabotna River Watershed WMA. (\$5,000)
- Continue full-scale evaluation of implemented practices. (\$4,700)
- Project coordinator work continues.
- Watershed project construction continues. (\$100,000)

Q-3 \$113,059

- Continue to validate and update model using remotely-sensed hydrologic data. (\$2,000)
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$1,500)
- Continue work on watershed project assessment report (\$4,000)
- Continue full-scale evaluation of implemented practices. (\$5,559)
- Project coordinator work continues.
- Watershed project construction completed. (\$100,000)

Q-4 \$13,151

- Final validation and model update using remotely-sensed hydrologic data. (\$1,500)
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$1,500)
- Final full-scale evaluation details of implemented practices. (\$5,151)
- Finalize watershed project assessment report and distribute to East Nishnabotna River Watershed WMA. (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>INDEMNIFICATION</u>. 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-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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 Parl 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

- (a) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date: Fremont County 13-NDRI-004 1 June 1, 2017

The lowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Fremont County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. by adding condition (k):
- "6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as

applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaccommicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> <u>AUTHORITY FRAUD AND WASTE POLICY</u> to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cest projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at

https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan,

protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Fremont County (East Nishnabotna River)

Deliverables

Deliverable	Deliverable Goal
Watershed Management Authority	1
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	32
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Fremont County - Construction Costs:			\$1,610,457	7.0	3.	
	173-03	Project Coordinator		\$0		
-	173-01	Design & Construction		\$1,357,925		
	173-02	Model/Sensors/Data	10	\$252,532		

Fremont County - 172-01Watershed Plan costs:	\$200,000	
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181-01 - Administration	\$32,209	
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Fremont County will subcontract with the University of Iowa in the amount of \$252,532 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors for distribution among the target watersheds, including one in the East Nishnabotna River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the Iowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$68,878):

Q-1 \$0

- Order/purchase water quality sensor for the East Nishnabotna River Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed.
- · Formation of Watershed Management Authority begins.

Q-2 \$1,700

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed.
- Formation of Watershed Management Authority continues.

Q-3 \$47,714

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land
 use, census, map layers, etc.) for the East Nishnabotna River Watershed.
- Formation of Watershed Management Authority continues.

Q-4 \$19,464

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the East Nishnabotna River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River.
- Project coordinator begins work.
- Formation of Watershed Management Authority continues.

Year 2 (\$193,595):

Q-1 \$6,067

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- · Project coordinator work continues.
- · Formation of Watershed Management Authority continues.

Q-2 \$56,164

- Begin developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the East Nishnabotna River, especially considering input from stakeholders.
- Project coordinator work continues.
- Watershed plan development begins.
- Formation of Watershed Management Authority completed.

Q-3 \$75,448

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- · Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- Watershed plan development continues.

Q-4 \$55,916

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design begins.

Year 3 (\$417,152)

Q-1 \$58,715

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed plan completed.
- · Watershed project design continues.

Q-2 \$59,734

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$124,316

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$174,387

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Year 4 (\$716,816):

Q-1 249,797

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$147,816

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- · Watershed project design continues.
- Watershed project construction continues.

Q-3 \$117,523

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- · Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- · Watershed project design completed.
- Watershed project construction continues.

Q-4 \$201,680

- Continue developing scenarios for analysis using the hydrologic model developed for the East Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- · Project coordinator work continues.
- Watershed project construction continues.

Year 5 (\$446,225):

Q-1 \$199,834

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s).
- Full-scale evaluation of implemented practices.
- · Project coordinator work continues.
- Watershed project construction continues.

Q-2 \$114,856

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an East Nishnabotna River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to East Nishnabotna River Watershed WMA.
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction continues.

Q-3 \$116,715

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s).
- Continue work on watershed project assessment report.
- · Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction completed.

Q-4 \$14,820

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an East Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s).
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to East Nishnabotna River Watershed WMA."
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines; Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines; Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Fremont County

Chairperson

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Timothy R. Waddell, Division Administrator

11.4.16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT: CDBG-NDR CONTRACT NUMBER: START DATE: AWARD AMOUNT: DIRECT Leverage (match) END DATE: Howard County 13-NDRI-005 October 11, 2016 \$4,148,908 \$ 0 September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Howard County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACT.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the lowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)</u>. "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 IowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL</u>. 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 5.4 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 SPECIAL FLOOD HAZARD AREA. No funds under this Project shall be expended with respect to properly 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.
- 5.10 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 6 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:

- 6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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 lowaGrants.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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

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(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) <u>PROJECT WORK AND SERVICES</u>. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPO	PRT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR 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 period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>ACCESS TO RECORDS/INSPECTIONS</u>. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>NOTICE TO AUTHORITY</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa Civil Rights Act of 1965; Chapter 19B.7, Code of lowa, and lowa Executive Order #34, dated July 22, 1988; lowa 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 (P.L. 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 Parl 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:
 - (a) <u>MATERIAL MISREPRESENTATION</u>. 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 <u>ORDER OF PRIORITY.</u> In the event of a conflict between documents of this Contract, the following order of priority shall govern:

(a) Articles 1 through 11 herein.

(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.

- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 <u>NOTICES.</u> 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Howard County

BY:

Chairperson

Howard County Courthouse 137 North Elm Street Cresco, IA 52136 DOW BURNIKEL
Typed or Printed Name

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Howard County (Upper Wapsipinicon)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	79
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

loward Co	ounty - Cons	struction Costs:	\$3,846,969	
8	173-03	Project Coordinator	\$375,000	
2	173-01	Design & Construction	\$2,966,904	
-	173-02	Model/Sensors/Data	\$505,065	

Howard County - 172-01 Watershed Plan costs:	\$225,000	

181-01 - Administration	\$76,939	

Howard County will subcontract with the University of Iowa in the amount of \$505,065 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the Upper Wapsipinicon River, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$281,574):

Q-1 \$71,991

- Order/purchase water quality sensor for the Upper Wapsipinicon River Watershed (equipment budget category, no indirect) (\$38,500)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed. (\$17,991)
- Project coordinator begins work. (\$15,000)

Q-2 \$59,993

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed. (\$14,993)
- Project coordinator work continues. (\$20,000)
- Begin watershed plan development. (\$25,000)

Q-3 \$74,465

- Deploy water quality sensor (\$2,000)
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$500)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed. (\$5,982)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River Watershed. (\$5,983)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)

Q-4 \$75,125

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed. (\$7,562)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River. (\$7,563)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)

Year 2 (\$1,140,770):

Q-1 \$90,013

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River. (\$14,263)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40.000)
- Watershed project design begins. (\$15,000)

Q-2 \$347,551

 Begin developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed (nearing completion for the hydrologic assessment). (\$6,208)

- Begin to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River, especially considering input from stakeholders. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)
- Watershed project design continues. (\$22,343)
- Watershed project construction begins. (\$250,000)

Q-3 \$346,120

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$9,776)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan completed. (\$40,000)
- Watershed project design continues. (\$22,344)
- Watershed project construction continues. (\$250,000)

Q-4 \$357,086

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed (model is nearing completion for the hydrologic assessment). (\$9,992)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$22,344)
- Watershed project construction continues. (\$300,000)

Year 3 (\$1,466,420)

Q-1 \$372,451

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$24,107)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- · Watershed project design continues. (\$22,344)
- Watershed project construction continues. (\$300,000)

Q-2 \$352,486

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$24,143)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$22,343)
- Watershed project construction continues. (\$280,000)

Q-3 \$320,563

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$18,310)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$21,343)
- Watershed project construction continues. (\$250,000)

Q-4 \$420,830

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$18,487)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project designs completed. (\$21,343)
- Watershed project construction continues. (\$350,000)

Year 4 (\$1,018,033):

Q-1 \$400,280

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$19,280)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
 (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$350,000)

Q-2 \$342,817

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$19,317)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$292,500)

Q-3 \$224,882

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$18,882)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction ends. (\$175,000)

Q-4 \$50,054

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed. (\$19,054)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)

Year 5 (\$165,172):

- Q-1 \$46,350
 - Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
 - Share project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
 - Full-scale evaluation of implemented practices. (\$20,350)

Project coordinator work continues. (\$20,000)

Q-2 \$46,393

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Complete draft watershed project assessment report and distribute to Upper Wapsipinicon River Watershed WMA. (\$10,000)
- Continue full-scale evaluation of implemented practices. (\$10,393)
- Project coordinator work continues. (\$20,000)

Q-3 \$46,111

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$4,000)
- Continue full-scale evaluation of implemented practices. (\$16,111)
- Project coordinator work continues. (\$20,000)

Q-4 \$26,318

- Final validation and model update using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$15,318)
- Finalize watershed project assessment report and distribute to Upper Wapsipinicon River Watershed WMA. (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>INDEMNIFICATION</u>. 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) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT.</u> 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 Iaw.
- (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 lowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of lowa 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 lowa, the Recipient may request the State of lowa to enter into such litigation to protect the interests of the State of lowa.
- 15.0 <u>POLITICAL ACTIVITY</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date:

Howard County 13-NDRI-005

June 1, 2017

The lowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Howard County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. by adding condition (k):
- "6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FACADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as

applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 <u>ORDER OF PRIORITY</u>, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> <u>AUTHORITY FRAUD AND WASTE POLICY</u> to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48-0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at

https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan, protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Howard County (Upper Wapsipinicon)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	79
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Howard County - Construction Costs:			\$3,846,969	
-	173-03	Project Coordinator	\$375,000	
1.5	173-01	Design & Construction	\$2,966,904	
-	173-02	Model/Sensors/Data	\$505,065	

Howard County - 172-01 Watershed Plan costs:	\$225,000

181-01 - Administration	\$76,939	

Howard County will subcontract with the University of Iowa in the amount of \$505,065 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the Upper Wapsipinicon River, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$242,799):

Q-1 \$769

 Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed.

Q-2 \$52,424

- Order/purchase water quality sensor for the Upper Wapsipinicon River Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed.
- Begin watershed plan development.

Q-3 \$102,678

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River Watershed.
- Project coordinator begins.
- Watershed plan development continues.

Q-4 \$86,928

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Wapsipinicon River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River.
- Project coordinator work continues.
- Watershed plan development continues.

Year 2 (\$1,180,103):

Q-1 \$96,513

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design begins.

Q-2 \$354,051

- Begin developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.

- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Wapsipinicon River, especially considering input from stakeholders.
- Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.
- Watershed project construction begins.

Q-3 \$352,620

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- Watershed plan completed.
- Watershed project design continues.
- · Watershed project construction continues.

Q-4 \$376,919

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Year 3 (\$1,492,330)

Q-1 \$378,951

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$358,986

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$327,063

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$427,330

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.

- Share model results/information at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project designs completed.
- Watershed project construction continues.

Year 4 (\$1,044,033):

Q-1 \$406,780

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project construction continues.

Q-2 \$349,317

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- · Watershed project construction continues.

Q-3 \$231,382

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction ends.

Q-4 \$56,554

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Wapsipinicon River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.

Year 5 (\$189,643):

Q-1 \$52,850

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s).
- Full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-2 \$52,893

Continue to validate and update model using remotely-sensed hydrologic data.

- Share project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to Upper Wapsipinicon River Watershed WMA.
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-3 \$52,611

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s).
- Continue work on watershed project assessment report.
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-4 \$31,289

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper Wapsipinicon River Watershed WMA meeting or other stakeholder event(s).
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to Upper Wapsipinicon River Watershed WMA."
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
 - b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines; Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: HOWARD COUNTY

Chairperson

IOWA ECONOMIC DEVELOPMENT AUTHORITY

TW 9-16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT:

CDBG-NDR CONTRACT NUMBER:

START DATE:

AWARD AMOUNT: DIRECT Leverage (match)

END DATE:

lowa County 13-NDRI-006

October 11, 2016 \$5,292,300

\$ 0

September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Iowa County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.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 lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the lowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 <u>CONTRACT.</u> "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 **PROGRAM INCOME.** "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 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.

ARTICLE 2 FUNDING

- 2.1 <u>FUNDING SOURCE.</u> The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash 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 funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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 IowaGrants.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.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 5.4 **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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 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.
- 5.10 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 6 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:

- 6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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 Iead 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.

- 6,3 <u>FINANCIAL COMMITMENTS.</u> 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 lowaGrants.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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 **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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S) AI

APPLICABLE CONDITIONS

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(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FACADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPO	ORT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR program.

(c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>ACCESS TO RECORDS/INSPECTIONS</u>. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>CERTIFICATIONS</u>. 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa 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(P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:
 - (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the 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) <u>NONCOMPLIANCE</u>. 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-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 11 herein.
- (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in Iowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

BY:

Chairperson
Jowa County Courthouse
970 Court Ave
Marengo, IA 52301

RECIPIENT: lowa/County

Typed or Printed Name

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Attachment A, "Program Description" lowa County (lowa River/English River)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	97
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Iowa Coun	ty - Constru	iction Costs:	\$5,090,490	
2	173-03	Project Coordinator	\$0	
4	173-01	Design & Construction	\$4,332,894	
81	173-02	Model/Sensors/Data	\$757,596	

Iowa County - 172-01	Watershed Plan costs:	6400.000
Iowa County - 172-01	Watershed Flan Costs.	\$100,000

404 04 Administration	6404 040
181-01 - Administration	\$101,810

Iowa County will subcontract with the University of Iowa in the amount of \$757,596 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the English River, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the Iowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$198,600):

- Q-1 \$70,360
 - Order/purchase water quality sensor for the English River Watershed (equipment budget category, no indirect) (\$38,500)
 - Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
 - Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed. (\$31,360)
 - Project coordinator begins work.
- Q-2 \$41,611
 - Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed. (\$26,611)
 - Project coordinator work continues.
 - Begin watershed plan development. (\$15,000)
- Q-3 \$42,821
 - Deploy water quality sensor (\$2,000)
 - Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$500)
 - Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed. (\$11,660)
 - Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River Watershed. (\$11,661)
 - Project coordinator work continues.
 - Watershed plan development continues. (\$17,000)
- Q-4 \$43,808
 - Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed. (\$13,404)
 - Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River. (\$13,404)
 - · Project coordinator work continues.
 - Watershed plan development continues. (\$17,000)

Year 2 (\$1,274,934):

- Q-1 \$55,207
 - Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River. (\$22,457)
 - Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
 - Project coordinator work continues.
 - Watershed plan development continues. (\$17,000)
 - Watershed project design begins. (\$15,000)
- Q-2 \$321,523
 - Begin developing scenarios for analysis using the hydrologic model developed for the English River Watershed (nearing completion for the hydrologic assessment). (\$8,498)
 - Begin to validate and update model using remotely-sensed hydrologic data. (\$5,000)

- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River, especially considering input from stakeholders. (\$10,000)
- Project coordinator work continues.
- Watershed plan development continues. (\$17,000)
- Watershed project design continues. (\$31,025)
- Watershed project construction begins. (\$250,000)

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Q-3 \$369,376

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$16,351)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Project coordinator work continues.
- Watershed plan completed. (\$17,000)
- Watershed project design continues. (\$31,025)
- Watershed project construction continues. (\$300,000)

Q-4 \$528,828

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed (model is nearing completion for the hydrologic assessment). (\$17,053)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues.
- Watershed project design continues. (\$31,025)
- Watershed project construction continues. (\$475,000)

Year 3 (\$1,999,643)

Q-1 \$551,191

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$38,166)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues.
- Watershed project design continues. (\$31,025)
- Watershed project construction continues. (\$475,000)

Q-2 \$426,245

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$38,220)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues.
- Watershed project design continues. (\$31,025)
- Watershed project construction continues. (\$350,000)

Q-3 \$374.993

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$31.968)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues.
- Watershed project design continues. (\$31,025)
- Watershed project construction continues. (\$300,000)

Q-4 \$647,214

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$32,220)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues.
- Watershed project designs completed. (\$2,994)
- Watershed project construction continues. (\$600,000)

Year 4 (\$1,559,553):

Q-1 \$645,422

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$33,422)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and early project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues.
- Watershed project construction continues. (\$600,000)

Q-2 \$545,477

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$33,477)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and early project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$5,000)
- Project coordinator work continues.
- Watershed project construction continues. (\$500,000)

Q-3 \$323,572

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$32,822)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- · Project coordinator work continues.
- Watershed project construction ends. (\$278,750)

Q-4 \$45,082

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. (\$33,082)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues.

Year 5 (\$157,760):

Q-1 \$39,522

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Full-scale evaluation of implemented practices. (\$32,522)
- Project coordinator work continues.

Q-2 \$39,588

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Complete draft watershed project assessment report and distribute to English River Watershed WMA. (\$12,000)
- Continue full-scale evaluation of implemented practices. (\$20,588)
- Project coordinator work continues.

Q-3 \$39,164

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$5,000)
- Continue full-scale evaluation of implemented practices. (\$27,164)
- Project coordinator work continues.

Q-4 \$39,486

- Final validation and model update using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$27,486)
- Finalize watershed project assessment report and distribute to English River Watershed WMA. (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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** <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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 <u>INDEMNIFICATION</u>. 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) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

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Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: lowa County
Contract Number: 13-NDRI-006
Contract Amendment Number: 2
Amendment Effective Date: June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Iowa County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. by adding condition (k):
- "6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69-	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL</u>. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) FAÇADE EASEMENTS. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as

applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at

https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan,

protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Attachment A, "Program Description" lowa County (Iowa River/English River)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	97
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

lowa Cour	nty - Constru	iction Costs:	\$5,277,990	
	173-03	Project Coordinator	\$375,000	
-	173-01	Design & Construction	\$4,145,394	
-	173-02	Model/Sensors/Data	\$757,596	

Iowa County - 172-01 Watershed Plan costs: \$100,000

181-01 - Administration \$105,560

Iowa County will subcontract with the University of Iowa in the amount of \$757,596 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the English River, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$242,007):

Q-1 \$2,000

- Order/purchase water quality sensor for the English River Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.

Q-2 \$19,669

- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed.
- Watershed project design begins.

Q-3 \$109,794

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River Watershed.
- Project coordinator work begins.
- · Watershed project design continues.
- · Begin watershed plan development.

Q-4 \$110,544

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the English River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River.
- Project coordinator work continues.
- Watershed project design continues.
- · Watershed plan development continues.

Year 2 (\$1,207,623):

Q-1 \$159,686

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.

Q-2 \$159,977

- Begin developing scenarios for analysis using the hydrologic model developed for the English River Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the English River, especially considering input from stakeholders.
- Project coordinator work continues.
- Watershed plan development continues. Watershed project design continues.
- Watershed project construction begins.

Q-3 \$448,254

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- Watershed plan development continues.
- · Watershed project design continues.
- Watershed project construction continues.

Q-4 \$439,706

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed plan completed.
- Watershed project design continues.
- Watershed project construction continues.

Year 3 (\$1,384,162)

Q-1 \$226,351

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$226,405

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed. Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$465,577

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$465,829

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an English River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- · Watershed project construction continues.

Year 4 (\$1,386,391):

Q-1 \$226,607

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an English River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$226,662

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an English River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$466,431

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an English River Watershed WMA meeting
 or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$466,691

- Continue developing scenarios for analysis using the hydrologic model developed for the English River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an English River Watershed WMA meeting
 or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Year 5 (\$1,263,367):

Q-1 \$170,707

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s).
- Full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$170,773

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to English River Watershed WMA.

- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$460,776

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s).
- Continue work on watershed project assessment report.
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project design completed.
- Watershed project construction continues.

Q-4 \$461,111

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an English River Watershed WMA meeting or other stakeholder event(s).
- Watershed project construction ends.
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to English River Watershed WMA."
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Infrastructure
- Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: NOWA COUNTY

// Chairperson

BY:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timothy R. Waddell, Division Administrator

IOWA ECONOMIC DEVELOPMENT AUTHORITY

JUL 05 2017

DIVISION OF COMMUNITY DEVELOPMENT

111-18.16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT: CDBG-NDR CONTRACT NUMBER: START DATE: AWARD AMOUNT: DIRECT Leverage (match) END DATE: Johnson County 13-NDRI-007 October 11, 2016 \$4,304,313 \$ 0 September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Johnson County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- APPLICATION. "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 <u>CONTRACT.</u> "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE</u>. "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 LOW- AND MODERATE-INCOME PERSONS. "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1,15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 **PROGRAM INCOME.** "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 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.
- 5.4 <u>PROHIBITION ON USE OF FUNDS.</u> 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 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.
- 5.10 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 6 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:

- 6.1 <u>CONTRACT EXECUTED.</u> The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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 lowaGrants.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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

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(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 <u>CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY.</u>
 For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 <u>START DATE.</u> 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) <u>PROJECT WORK AND SERVICES</u>. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REF	PORT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR 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 period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>ACCESS TO RECORDS/INSPECTIONS</u>. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE TO AUTHORITY</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa 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 (P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 <u>EVENTS OF DEFAULT</u>. 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 NOTICE OF DEFAULT. IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 <u>ORDER OF PRIORITY.</u> In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS</u>. 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Johnson County

BY:

Chairperson Johnson County Administration Building 913 S Dubuque Street, Suite 201 Iowa City, IA 52240

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Johnson County (Clear Creek)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1.
Practices Installed	72
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Johnson C	ohnson County - Construction Costs:		\$4,048,346	
9.	173-03	Project Coordinator	\$375,000	
21	173-01	Design & Construction	\$3,168,281	
	173-02	Model/Sensors/Data	\$505,065	

Johnson County - 172-01	Watershed Plan costs:	\$175,000	

Control Contro		
181-01 - Administration	\$80,967	
101-01 - Administration	\$00,307	
The state of the s	The state of the s	

Johnson County will subcontract with the University of Iowa in the amount of \$505,065 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the Clear Creek Watershed, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the Iowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality,

precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$272,567):

Q-1 \$74,740

- Order/purchase water quality sensor for the Clear Creek Watershed (equipment budget category, no indirect) (\$38,500)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed. (\$20,740)
- Project coordinator begins work. (\$15,000)

Q-2 \$62,741

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed. (\$17,741)
- Project coordinator work continues. (\$20,000)
- Begin watershed plan development. (\$25,000)

Q-3 \$67,213

- Deploy water quality sensor (\$2,000)
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$500)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed. (\$7,356)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek Watershed. (\$7,357)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$30,000)

Q-4 \$67,873

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed. (\$8,936)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek. (\$8,937)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$30,000)

Year 2 (\$1,083,525):

Q-1 \$68,047

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek. (\$11,516)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$30,000)
- Watershed project design begins. (\$5,781)

Q-2 \$332,459

- Begin developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed (nearing completion for the hydrologic assessment). (\$4,459)
- Begin to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek, especially considering input from stakeholders. (\$4,000)
- Project coordinator work continues. (\$20,000)

- Watershed plan development continues. (\$30,000)
- Watershed project design continues. (\$20,000)
- Watershed project construction begins. (\$250,000)

Q-3 \$331,027

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$7,027)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan completed. (\$30,000)
- Watershed project design continues. (\$20,000)
- Watershed project construction continues. (\$250,000)

Q-4 \$351,992

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed (model is nearing completion for the hydrologic assessment). (\$7,242)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$20,000)
- Watershed project construction continues. (\$300,000)

Year 3 (\$1,514,047)

\$395,109 Q-1

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$24,109)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$20,000)
- Watershed project construction continues. (\$325,000)

\$370,146 Q-2

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$24,146)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$20,000)
- Watershed project construction continues. (\$300,000)

Q-3 \$369,310

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$20,000)
- Watershed project construction continues. (\$300,000)

Q-4 \$379,482

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$18,482)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)

- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project designs completed. (\$5,000)
- Watershed project construction continues. (\$325,000)

Year 4 (\$1,188,034):

Q-1 \$375,282

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$19,282)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$325,000)

Q-2 \$350,318

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$19,318)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and early project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$300,000)

Q-3 \$412,383

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$18,883)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a Clear Creek Watershed 11WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction ends. (\$362,500)

Q-4 \$50,051

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. (\$19,051)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)

Year 5 (\$165,173):

Q-1 \$46,349

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Full-scale evaluation of implemented practices. (\$20,349)
- Project coordinator work continues. (\$20,000)

Q-2 \$46,393

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s). (\$2,000)

- · Complete draft watershed project assessment report and distribute to Clear Creek Watershed WMA. (\$10,000)
- Continue full-scale evaluation of implemented practices. (\$10,393)
- Project coordinator work continues. (\$20,000)

Q-3 \$46,110

- Continue to validate and update model using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$4,000)
- Continue full-scale evaluation of implemented practices. (\$16,110)
- Project coordinator work continues. (\$20,000)

Q-4 \$26,321

- Final validation and model update using remotely-sensed hydrologic data. (\$4,000)
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$15,321)
- Finalize watershed project assessment report and distribute to Clear Creek Watershed WMA. (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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 <u>AUDIT REQUIREMENTS</u>.

- (a) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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.
- 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>INDEMNIFICATION</u>. 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-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR 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 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B,7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 Iaw.
- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date: Johnson County 13-NDRI-007 2

June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Johnson County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY, by adding condition (k):
- "6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FACADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as

applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the lowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program quidelines, as found on the Authority's website at

https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan, protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Johnson County (Clear Creek)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	72
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Johnson C	County - Cor	struction Costs:	\$3,860,846	
	173-03	Project Coordinator	\$375,000	
-	173-01	Design & Construction	\$2,980,781	
	173-02	Model/Sensors/Data	\$505,065	

Watershed Plan costs:	\$175,000	
	Watershed Plan costs:	Watershed Plan costs: \$175,000

101-01 - Administration \$11,211	181-01 - Administration	\$77,217
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Johnson County will subcontract with the University of Iowa in the amount of \$505,065 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the Clear Creek Watershed, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed.

The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$258,152):

Q-1 \$2,000

- Order/purchase water quality sensor for the Clear Creek Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.

Q-2 \$4,7774

 Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed.

Q-3 \$124,814

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek Watershed.
- Project coordinator begins work.
- Begin watershed plan development.
- Watershed project design begins.

Q-4 \$126,564

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Clear Creek Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek.
- · Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.

Year 2 (\$1,175,495):

Q-1 \$177,058

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- · Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.

Q-2 \$267,248

- Begin developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Clear Creek, especially considering input from stakeholders.
- Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.
- Watershed project construction begins.

Q-3 \$367,612

 Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.

- Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- · Watershed plan completed.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$363,577

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- · Watershed project design continues.
- Watershed project construction continues.

Year 3 (\$1,241,795)

Q-1 \$164,898

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- · Watershed project design continues.
- Watershed project construction continues.

Q-2 \$154,935

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed. Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues,
- · Watershed project design continues.
- Watershed project construction continues.

Q-3 \$460,895

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$461,067

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices where appropriate.
- · Project coordinator work continues.
- Watershed project designs completed.
- Watershed project construction continues.

Year 4 (\$1,233,287):

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a Clear Creek Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project construction continues.

Q-2 \$155,107

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a Clear Creek Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project construction continues.

Q-3 \$461,468

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction continues.

Q-4 \$461,641

- Continue developing scenarios for analysis using the hydrologic model developed for the Clear Creek Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction ends.

Year 5 (\$204,334):

Q-1 \$51,138

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s).
- Full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-2 \$51,182

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to Clear Creek Watershed WMA.
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-3 \$50,902

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s).
- Continue work on watershed project assessment report.
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-4 \$51,112

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a Clear Creek Watershed WMA meeting or other stakeholder event(s).
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to Clear Creek Watershed WMA."
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: JOHNSON COUNTY

Chairparaen

BY:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timothy R. Waddell, Division Administrator

IOWA ECONOMIC DEVELOPMENT AUTHORITY

AUG 2 8 2017

DIVISION OF COMMUNITY DEVELOPMENT

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Mills County
Contract Number: 13-NDRI-008
Contract Amendment Number: 1
Amendment Effective Date: June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Mills County ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. by adding condition (k):
- "6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>, Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FACADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submil project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management

designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as applicable).

- (j) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 DOCUMENTS INCORPORATED BY REFERENCE, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> <u>AUTHORITY FRAUD AND WASTE POLICY</u> to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"18.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

 AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan, protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Mills County (West Nishnabotna)

Deliverables

Deliverables	Deliverable Goal
Watershed Management Authority	1
Watershed Plan	-1
Watershed Coordinator	-1
Water Quality Sensors Installed	1
Practices Installed	90
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	1
Reduction in Phosphorus Load at Outlet of HUC 12	1
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Mills Coun	ty - Constru	ction Costs:	\$5,088,462	
-	173-03	Project Coordinator	\$375,000	
1.	173-01	Design & Construction	\$3,955,865	
-	173-02	Model/Sensors/Data	\$757,597	

Mills County - 172-01	Watershed Plan costs:	\$200,000	
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181-01 - Administration	\$101,769	
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Mills County will subcontract with the University of Iowa in the amount of \$757,597 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors for distribution among the target watersheds, including one on the West Nishnabotna River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$167,164):

Q-1 \$0

- Order/purchase water quality sensor for the West Nishnabotna River Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed.
- Begin formation of Watershed Management Authority.

Q-2 \$1,300

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed.
- Formation of Watershed Management Authority continues.

Q-3 \$87,098

- Deploy water quality sensor.
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River Watershed.
- Formation of Watershed Management Authority continues.

Q-4 \$78,766

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River.
- Project coordinator begins work.
- Formation of Watershed Management Authority continues.

Year 2 (\$380,026):

Q-1 \$85,000

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- Project coordinator work continues.
- Begin watershed plan development.
- · Formation of Watershed Management Authority continues.

Q-2 \$95,291

- Begin developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed (nearing completion for the hydrologic assessment).
- Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River, especially considering input from stakeholders.
- Project coordinator work continues.
- Watershed plan development continues.
- Formation of Watershed Management Authority completed.

Q-3 \$93,144

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- · Watershed plan development continues.

Q-4 \$106,591

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design begins.

Year 3 (\$1,383,246)

Q-1 \$121,834

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed plan completed.
- Watershed project design continues.

Q-2 \$267,888

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- · Watershed project design continues.
- Watershed project construction begins.

Q-3 \$196,636

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$796,888

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-1 \$848,090

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$648,145

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$228,606

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.)
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project designs completed.
- Watershed project construction continues.

Q-4 \$572,750

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction continues.

Year 5 (\$1,162,204):

Q-1 \$567,191

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s).
- Full-scale evaluation of implemented practices.
- · Project coordinator work continues.
- Watershed project construction continues.

Q-2 \$417,256

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to West Nishnabotna River Watershed WMA.
- Continue full-scale evaluation of implemented practices.

- Project coordinator work continues.
- Watershed project construction continues.

Q-3 \$110,582

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s).
- Continue work on watershed project assessment report.
- · Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction completed.

Q-4 \$67,175

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s).
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to West Nishnabotna River Watershed WMA."
- 7. AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
 - b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Mills County

Chairperson

BY

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timothy R. Waddell, Division Administrator

(RED)

TH 12.22.16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT:
CDBG-NDR CONTRACT NUMBER:
START DATE;
AWARD AMOUNT:
DIRECT Leverage (match)
END DATE:

Mills County 13-NDRI-008 October 11, 2016 \$5,390,231 \$ 0

September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Mills County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1,10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 LOW- AND MODERATE-INCOME PERSONS. "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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.

ARTICLE 5 USE OF FUNDS

- 5.1 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 5.4 <u>PROHIBITION ON USE OF FUNDS.</u> 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 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.
- 5.10 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 6 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:

- 6.1 <u>CONTRACT EXECUTED.</u> The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

173

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 <u>START DATE.</u> 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) <u>PROJECT WORK AND SERVICES</u>. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

DUE DATE

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.	Outcome Value reported – Annually	As specified by IEDA	
6.	Final request for Payment / Status Report	Within 30 days of End Date	
7.	Single Audit Form (required)	Within 30 days of receipt	
8.	Audit Reports (if applicable)	Within 30 days of audit completion	
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"	
10.	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-NDR program.

(c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

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- (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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE TO AUTHORITY</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa Civil Rights Act of 1965; Chapter 19B.7, Code of lowa, and lowa Executive Order #34, dated July 22, 1988; lowa 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 (P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) <u>ADMINISTRATION</u>. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:
 - (a) <u>MATERIAL MISREPRESENTATION</u>. 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 <u>ORDER OF PRIORITY.</u> In the event of a conflict between documents of this Contract, the following order of priority shall govern:

(a) Articles 1 through 11 herein.

(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.

- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 <u>NOTICES.</u> 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Mills County

BY:

Chairperson Mills County Courthouse 418 Sharp ST Glenwood, IA 51534

Typed or Printed Name

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov.

Mills County (West Nishnabotna)

Deliverables

Deliverables	Deliverable Goal
Watershed Management Authority	1
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	90
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Mills County - Construction Costs:		iction Costs:	\$5,088,462	
	173-03	Project Coordinator	\$375,000	
2	173-01	Design & Construction	\$3,955,865	
-	173-02	Model/Sensors/Data	\$757,597	

Mills County - 172-01 Watershed Plan costs: \$200,000

181-01 - Administration \$101,769

Mills County will subcontract with the University of Iowa in the amount of \$757,597 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors for distribution among the target watersheds, including one on the West Nishnabotna River, in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-

makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$238,106):

Q-1 \$81,236

- Order/purchase water quality sensor for the West Nishnabotna River Watershed (equipment budget category, no indirect) (\$38,500)
- · Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed. (\$27,236)
- Project coordinator begins work. (\$15,000)
- Begin formation of Watershed Management Authority.

Q-2 \$42,487

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed. (\$22,487)
- Project coordinator continues work. (\$20,000)
- Formation of Watershed Management Authority continues.

Q-3 \$41,697

- Deploy water quality sensor (\$2,000)
- · Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$500)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed. (\$9,598)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River Watershed. (\$9,599)
- Project coordinator continues work. (\$20,000)
- · Formation of Watershed Management Authority continues.

Q-4 \$72,686

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the West Nishnabotna River Watershed. (\$11,343)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River. (\$11,343)
- Project coordinator work continues. (\$20,000)
- Begin watershed plan development. (\$30,000)
- Formation of Watershed Management Authority continues.

Year 2 (\$349,354):

Q-1 \$87,332

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River. (\$26,582)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)
- Formation of Watershed Management Authority continues.

Q-2 \$87,623

- Begin developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed (nearing completion for the hydrologic assessment). (\$12,623)
- Begin to validate and update model using remotely-sensed hydrologic data. (\$5,000)

- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the West Nishnabotna River, especially considering input from stakeholders. (\$10,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)
- Formation of Watershed Management Authority completed.

Q-3 \$85,476

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$20.476)
- · Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$40,000)

Q-4 \$88,923

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed (model is nearing completion for the hydrologic assessment). (\$21,173)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$30,000)
- Watershed project design begins. (\$12,000)

Year 3 (\$1,322,574)

Q-1 \$104,166

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$38,166)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan completed. (\$20,000)
- Watershed project design continues. (\$19,000)

Q-2 \$240,220

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$38,220)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$25,000)
- Watershed project construction begins. (\$150,000)

Q-3 188,968

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$31,968)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$25,000)
- Watershed project construction continues. (\$100,000)
- Q-4 \$789,220

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$32,220)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$25,000)
- Watershed project construction continues. (\$700,000)

Year 4 (\$2,266,919):

Q-1 \$840,422

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$33,422)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and early project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$25,000)
- Watershed project construction continues. (\$750,000)

Q-2 \$640,477

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$33,477)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and early project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$25,000)
- Watershed project construction continues. (\$550,000)

Q-3 \$220,938

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$32,823)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project designs completed. (\$6,115)
- Watershed project construction continues. (\$150,000)

Q-4 \$565,082

- Continue developing scenarios for analysis using the hydrologic model developed for the West Nishnabotna River Watershed. (\$33,082)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$500,000)

Year 5 (\$1,111,509):

Q-1 \$559,523

Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)

- Share project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Full-scale evaluation of implemented practices. (\$32,523)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$500,000)

Q-2 \$409,588

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Complete draft watershed project assessment report and distribute to West Nishnabotna River Watershed WMA. (\$12,000)
- Continue full-scale evaluation of implemented practices. (\$20,588)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$350,000)

Q-3 \$102,914

- · Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$5,000)
- Continue full-scale evaluation of implemented practices. (\$27,164)
- Project coordinator work continues. (\$20,000)
- Watershed project construction completed. (\$43,750)

Q-4 \$39,484

- Final validation and model update using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at a West Nishnabotna River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$27,484)
- Finalize watershed project assessment report and distribute to West Nishnabotna River Watershed WMA. (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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** <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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 <u>INDEMNIFICATION</u>. 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-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B,7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 Iaw.
- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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.

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IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT: CDBG-NDR CONTRACT NUMBER: START DATE: AWARD AMOUNT: DIRECT Leverage (match) END DATE:

Winneshiek County 13-NDRI-009 October 11, 2016 \$5,652,636 \$ 0 September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and Winneshiek County ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD, "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 <u>MAXIMUM PAYMENTS.</u> 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports",

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

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.

ARTICLE 5 USE OF FUNDS

- 5.1 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 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.
- 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

- 5.9 <u>SPECIAL FLOOD HAZARD AREA.</u> No funds under this Project shall be expended with respect to properly 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.
- 5.10 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 6 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:

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

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

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(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) FUNDING. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> 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.

- PRIOR AGREEMENTS. The Recipient has not entered into any verbal or written contracts, agreements or 7.4 arrangements of any kind which are inconsistent with the Contract.
- 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 8 COVENANTS OF THE RECIPIENT

- 8.1 AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - 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. The Recipient shall submit Request for Payment at least quarterly 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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR program.

RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

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- (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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa 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 (P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:
 - (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the 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) <u>NONCOMPLIANCE</u>. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
 - (c) <u>END DATE</u>. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
 - (d) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <u>www.iowaeconomicdevelopment.com/Community/CDBG</u>.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 11 herein.
- (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 <u>NOTICES.</u> 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: Winneshiek County

BY:

Chairperson

Winneshiek County Courthouse

201 W. Main ST Decorah, IA 52101 Typed or Printed Name

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov.

Winneshiek County (Upper Iowa)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	102
Final Report to include: Reduction in Flood Flows at Outlet of HUC 12 Reduction in Nitrate Load at Outlet of HUC 12 Reduction in Phosphorus Load at Outlet of HUC 12 Reduction in Soil Loss	1

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Winneshie	k County - 0	Construction Costs:	\$5,345,722	
	173-03	Project Coordinator	\$375,000	
-	173-01	Design & Construction	\$4,213,125	
	173-02	Model/Sensors/Data	\$757,597	

Winneshiek County - 172-01	Watershed Plan costs:	\$200,000

404 04 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	10001
181-01 - Administration	110E Q14
101-01 - Auministration	5106,914

Winneshiek County will subcontract with the University of Iowa in the amount of \$757,597 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the Upper lowa River, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the Iowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality,

precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed. The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$303,103):

Q-1 \$81,237

- Order/purchase water quality sensor for the Upper Iowa River Watershed (equipment budget category, no indirect) (\$38,500)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment. (\$500)
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed. (\$27,237)
- Project coordinator begins work. (\$15,000)

Q-2 \$67,488

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed. (\$22,488)
- Project coordinator work continues. (\$20,000)
- Begin watershed plan development. (\$25,000)

Q-3 \$76,696

- Deploy water quality sensor (\$2,000)
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions. (\$500)
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed. (\$9,598)
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Iowa River Watershed. (\$9,598)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$35,000)

Q-4 \$77,682

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed. (\$11,341)
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Iowa River. (\$11,341)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$35,000)

Year 2 (\$1,541,726):

Q-1 \$97,331

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Iowa River. (\$26,581)
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed plan development continues. (\$35,000)
- Watershed project design begins. (\$15,000)

Q-2 \$263,248

- Begin developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed (nearing completion for the hydrologic assessment). (\$12,623)
- Begin to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Iowa River, especially considering input from stakeholders. (\$10,000)
- Project coordinator work continues. (\$20,000)

- Watershed plan development continues. (\$35,000)
- Watershed project design continues. (\$30,625)
- Watershed project construction begins. (\$150,000)

Q-3 \$303.600

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper lowa River Watershed. (\$20,475)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed plan completed. (\$35,000)
- Watershed project design continues. (\$30,625)
- Watershed project construction continues. (\$192,500)

Q-4 \$877,547

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed (model is nearing completion for the hydrologic assessment). (\$21,172)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$750)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$30,625)
- Watershed project construction continues. (\$800,000)

Year 3 (\$2,337,329)

Q-1 \$495,793

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$38,168)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$30,625)
- Watershed project construction continues. (\$400,000)

Q-2 \$488,348

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$38,223)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$30,625)
- Watershed project construction continues. (\$392,500)

Q-3 \$487,094

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$31,969)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Begin evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project design continues. (\$30,625)
- Watershed project construction continues. (\$392,500)

Q-4 \$866,094

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$32,219)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project designs completed. (\$1,875)
- Watershed project construction continues. (\$800,000)

Year 4 (\$1,145,805):

Q-1 \$457,922

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper lowa River Watershed. (\$33,422)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and early project evaluation results at an Upper lowa River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$392,500)

Q-2 \$457,977

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$33,477)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and early project evaluation results at an Upper lowa River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices where appropriate, (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction continues. (\$392,500)

Q-3 \$164,822

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$32,822)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)
- Watershed project construction ends. (\$100,000)

Q-4 \$65,084

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed. (\$33,084)
- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an Upper Iowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations. (\$2,000)
- Continue evaluation of implemented practices. (\$5,000)
- Project coordinator work continues. (\$20,000)

Year 5 (\$217,759):

Q-1 \$59.521

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Full-scale evaluation of implemented practices. (\$32,521)
- Project coordinator work continues. (\$20,000)

Q-2 \$59.587

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Complete draft watershed project assessment report and distribute to Upper lowa River Watershed WMA. (\$12,000)
- Continue full-scale evaluation of implemented practices. (\$20,587)
- Project coordinator work continues. (\$20,000)

Q-3 \$59,163

- Continue to validate and update model using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Continue work on watershed project assessment report (\$5,000)
- Continue full-scale evaluation of implemented practices. (\$27,163)
- Project coordinator work continues. (\$20,000)

Q-4 \$39,488

- Final validation and model update using remotely-sensed hydrologic data. (\$5,000)
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s). (\$2,000)
- Final full-scale evaluation details of implemented practices. (\$27,488)
- Finalize watershed project assessment report and distribute to Upper Iowa River Watershed WMA. (\$5,000)

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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.
- 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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 <u>INDEMNIFICATION</u>. 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) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa 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) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 lowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of lowa 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 lowa, the Recipient may request the State of lowa to enter into such litigation to protect the interests of the State of lowa.
- 15.0 <u>POLITICAL ACTIVITY</u>. 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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

lowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Winneshiek County
Contract Number: 13-NDRI-009
Contract Amendment Number: 1
Amendment Effective Date: June 1, 2017

The lowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Winneshiek County ("Recipient") is amended as of the date shown above as follows:

- AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY, by adding condition (k);
- "6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	———(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN (as applicable)

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as

applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> <u>AUTHORITY FRAUD AND WASTE POLICY</u> to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the existing Attachment A, "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Recipient will track actual quarterly spending for each Recipient and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Recipient and updated quarterly by the Recipient. The program guidelines, as found on the Authority's website at

https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

The location, type and number of installed projects will be based on the hydrological assessment, watershed plan,

protection of existing structures, and maximization of peak flow reductions and water quality improvements for the MID-URN areas. One function of installed watershed projects must be for the purpose of providing flood protection for existing structures at risk of flooding. At the conclusion of the Contract, project evaluation of the impact of the watershed projects must include a narrative describing the impact of the installed watershed practices on protection of existing structures at risk of flooding.

Winneshiek County (Upper Iowa)

Deliverables

Deliverables	Deliverable Goal
Watershed Plan	1
Watershed Coordinator	1
Water Quality Sensors Installed	1
Practices Installed	102
Final Report to include:	1
Reduction in Flood Flows at Outlet of HUC 12	
Reduction in Nitrate Load at Outlet of HUC 12	1
Reduction in Phosphorus Load at Outlet of HUC 12	
Reduction in Soil Loss	

Disaster Tie-back

Disaster Tie-back: The design and construction of built projects and conservation practices in the target watersheds will be implemented to have the greatest possible positive impact on the MID-URN areas through the reduction of future flooding and improved water quality during high-flow events. Water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

Winneshiek County - Construction Costs:		\$5,345,722	
- 173-03 - 173-01 - 173-02	Project Coordinator Design & Construction Model/Sensors/Data	\$375,000 \$4,213,125 \$757,597	

Winneshiek County - 172-01	Watershed Plan costs:	\$200,000

181-01 - Administration	\$106,914	

Winneshiek County will subcontract with the University of Iowa in the amount of \$757,597 to provide Model/Sensors/Data Collection & Evaluation/Visualization (173-02)

The IFC will deploy 1 water-quality sensors, including one in the Upper lowa River, for distribution among the target watersheds in the first year of this project to collect baseline water-quality data. This data will be complemented by water-quantity/flow data collected/processed from USGS gauges and IFC stream stage sensors for stream flow baseline data, and by hydrologic data (rainfall, soil moisture and shallow groundwater) from sensors deployed in the hydrologic network. The water quality and quantity data will be collected throughout the duration of the project to support the development of the hydrologic models used to inform the distribution of built projects, to monitor progress, and to evaluate the success of the implemented practices. This element of the project is critical in helping to support and inform the development of practices impacting the MID-URN areas and to evaluate the success of these projects.

The hydrologic models, initially developed as a key element of the Hydrologic Assessments and used in development of the Hydrologic Plans, will be heavily utilized throughout the IWA program to continually review and evaluate the success of the program. Data from the various sensors will be used for model refinement and validation.

For open sharing of sensor data and model results, the IFC will develop a visualization platform available through the Internet for public access to all of the sensor data. This platform will be similar to the lowa Flood Information System in that it will be built on the familiar easy-to-use Google-maps interface. The general public, landowners, agency staff, local decision-makers, and other users will be able view their watershed online to see current data as related to water quantity and quality, precipitation, and soil moisture and temperature. The data will be conveyed in such a way as to make it easy to see and understand current hydrologic conditions and recent trends in the watershed.

The data will also include links to a complementary website with information about how to interpret the information, and results from various modeling activities to see actual or projected improvements/changes related to IWA activities. The visualization platform is important to the MID-URN areas as it provides easy-to-access critical information to those residents. It will be a very transparent way for anyone to monitor the project progress and success.

Cost Projections & Tasks per Quarter

Year 1 (\$268,027):

Q-1 \$594

- Order/purchase water quality sensor for the Upper Iowa River Watershed (equipment budget category, no indirect)
- Seek appropriate location for sensor deployment, seek permission from landowner for sensor deployment.
- Begin development of informatics systems for framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed.

Q-2 \$30,865

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed.
- Begin watershed plan development.

Q-3 \$127,346

- Deploy water quality sensor
- Begin (remote) collection of data from water-quality sensor to establish baseline conditions.
- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed.
- Begin integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper lowa River Watershed.
- Project coordinator begins work.
- · Watershed plan development continues.

Q-4 \$109,222

- Continue development of informatics systems framework to support monitoring, data acquisition, integration, and management, data analysis and evaluation, and visualization in the Upper Iowa River Watershed.
- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper lowa River.
- Project coordinator work continues.
- · Watershed plan development continues.

Year 2 (\$1,581,431):

Q-1 \$104,341

- Continue integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Iowa River.
- Demonstrate first full version of informatics systems framework at WMA meeting and/or to local stakeholders.
- Project coordinator work continues.
- · Watershed plan development continues.
- Watershed project design begins.

Q-2 \$270,257

- Begin developing scenarios for analysis using the hydrologic model developed for the Upper lowa River Watershed (nearing completion for the hydrologic assessment).
- · Begin to validate and update model using remotely-sensed hydrologic data.
- Continue/finalize integrating data and resources into the informatics systems framework (e.g. sensor data, rainfall, land use, census, map layers, etc.) for the Upper Iowa River, especially considering input from stakeholders.
- · Project coordinator work continues.
- Watershed plan development continues.
- Watershed project design continues.
- Watershed project construction begins.

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Project coordinator work continues.
- Watershed plan completed.
- Watershed project design continues.
- · Watershed project construction continues.

Q-4 \$896,223

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed (model is nearing completion for the hydrologic assessment).
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Year 3 (\$2,365,369)

Q-1 \$502,803

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-2 \$495,358

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-3 \$494,104

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Begin evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project design continues.
- Watershed project construction continues.

Q-4 \$873,104

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed.
- · Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information at an Upper lowa River Watershed WMA meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project designs completed.
- Watershed project construction continues.

Year 4 (\$1,173,845):

Q-1 \$464,932

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper Iowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an Upper lowa River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- · Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project construction continues.

Q-2 \$464,987

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper lowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and early project evaluation results at an Upper lowa River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices where appropriate.
- Project coordinator work continues.
- Watershed project construction continues.

Q-3 \$171,832

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper lowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.
- Watershed project construction ends.

Q-4 \$72,094

- Continue developing scenarios for analysis using the hydrologic model developed for the Upper lowa River Watershed.
- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA
 meeting or other stakeholder event(s) to help inform sub-watershed selections and project site locations.
- Continue evaluation of implemented practices.
- Project coordinator work continues.

Year 5 (\$263,964):

Q-1 \$66,531

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an Upper Iowa River Watershed WMA meeting or other stakeholder event(s).
- Full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-2 \$66,597

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share project evaluation results at an Upper Iowa River Watershed WMA meeting or other stakeholder event(s).
- Complete draft watershed project assessment report and distribute to Upper lowa River Watershed WMA.
- · Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-3 \$66,173

- Continue to validate and update model using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s).

- Continue work on watershed project assessment report
- Continue full-scale evaluation of implemented practices.
- Project coordinator work continues.

Q-4 \$64,663

- Final validation and model update using remotely-sensed hydrologic data.
- Share model results/information and project evaluation results at an Upper lowa River Watershed WMA meeting or other stakeholder event(s).
- Final full-scale evaluation details of implemented practices.
- Finalize watershed project assessment report and distribute to Upper lowa River Watershed WMA."
- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines; Infrastructure
 - b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines; Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: WINNESHIEK COUNTY

Chairperson

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timeshu D Maddell Divisis

Timothy R. Waddell, Division Administrator

TVL 11.18.16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT:
CDBG-NDR CONTRACT NUMBER:
START DATE:
AWARD AMOUNT:
DIRECT Leverage (match)

City of Coralville 13-NDRI-010 October 11, 2016 \$1,871,496 \$611,600

END DATE:

September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and City of Coralville ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET, "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)</u>. "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 <u>CONTRACT.</u> "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT, "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1,15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1,17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 <u>FUNDING SOURCE</u>. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR 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 written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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.

ARTICLE 5 USE OF FUNDS

- 5.1 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 5.4 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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

5.9 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.

5.10 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 6 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:

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

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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 Guíde, 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. 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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 lowaGrants.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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

69

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land

Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 <u>START DATE.</u> 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPO	ORT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR program.

(c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>ACCESS TO RECORDS/INSPECTIONS</u>. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>NOTICE TO AUTHORITY</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa 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(P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:
 - (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE</u>. 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.
- 9.2 NOTICE OF DEFAULT. IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 <u>ORDER OF PRIORITY.</u> In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
- (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW.</u> 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.
- 11.5 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 <u>INTEGRATION.</u> 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.
- 11.10 <u>COUNTERPARTS</u>. 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.

- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: City of Coralville

BY:

Mayor City Hall 1512 7th ST

Coralville, IA 52241

John A. Lundell

Typed or Printed Name

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

City of Coralville

	Deliverables
(69-01) Storm Sewer Improvements, Coralville Pump Stations	Modify 2 pump stations to protect vulnerable properties along Clear Creek. Raise weir walls; add back-flow prevention; add back-up power and misc. controls/gates.

Disaster Tie-back

The City of Coralville experienced repeated flooding in the MID-URN area, including the floods of 2013. Modifications to two storm water pump stations, the weak links in a new flood protection system, are the final step to protect more than 178 acres of businesses and multi-family residences in a vulnerable LMI area.

311 - Outcome Values

Resilience

1 infrastructure improvement project that improves the stormwater management system with practices that increase capacity of conveyance to reduce flooding.

\$1,834,800	
\$1,834,800	

309 - Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

City of Coralville will track the following activities outside the scope of the funded work as supporting leverage as committed in the Phase 2 grant application.

Deliverables	Deliverable Goal
Elevation of 5th Street and construction of permanent and removable floodwalls on the south side of Clear Creek from the Clear Creek bridge on Hwy 6 to 1st Ave.	1
	TOTAL: \$9,148,228
Annual supporting leverage progress reporting through lowaGrants.gov	5

181-01 - Administration \$36,696

Cost Projections & Activity per Quarter

(See attached spreadsheet)

City of Coralville HUD-NDR Project Stormwater Pump Stations 7 & 8 Reconstruction

		Milestone / Deliverable					Expenditure				
Project Day	Date	Milestone	Design Engineering	Design Engineering % Expended	Construction Engineering	Construction Engineering % Expended	Construction	Construction % Expended	Admin Costs	Admin Costs % Expended	Total
0	10/25/2016	Project Start									
42	12/6/2016	Check Plan Documents for City Review					4	11.			
57	12/21/2016	Final Construction Documents & OPC									
	12/27/2016	Council: File P&S, Set Public Hearing									
	12/31/2016	END OF 1ST QUARTER FY17	\$ 60,710.00	84%	\$ -	0%	\$ -	0%	\$ 9,174.00	25%	\$ 69,884.00
77	1/10/2017	Council: Public Hearing, Approve P&S, Set Bid Date									
100	2/2/2017	Letting Date									
112	2/14/2017	Council: Report Bids & Award Construction Contract									
126	2/28/2017	Shop Drawings Submitted									
143	3/17/2017	Pumps Ordered; Construction Begins									
	3/31/2017	END OF 2ND QUARTER FY17	\$ 11,950.00	16%	\$ 19,565.00	15%	\$ 204,127.00	9%	\$ 9,174.00	25%	\$ 244,816.00
	6/30/2017	Construction END OF 3RD QUARTER FY17	\$ -	0%	\$ 58,694.00	46%	\$ 1,326,828.00	59%	\$ 9,174.00	25%	\$ 1,394,696.00
	0,00,202,		*	0,0	4 30,00 1,00	3,0,0				124.00	(* 15/2 Cal/ Ep.572.7)
269	7/21/2017	Pumps Arrive									
297		Construction Complete									
318		Project Closeout Activities					I Company				1-0
	9/30/2017	END OF 4TH QUARTER FY17	\$ -	0%	\$ 50,081.00	39%	\$ 714,445.00	32%	\$ 9,174.00	25%	\$ 773,700.00
			A 70 660 70	40004	A 420 240 CC	1000/	6 2 24F 400 00	100%	4 20 000 00	1000/	ć 3 493 00C 00
		TOTAL	\$ 72,660.00	100%	\$ 128,340.00	100%	\$ 2,245,400.00	100%	\$ 36,696.00	100%	\$ 2,483,096.00

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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.
- <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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** <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 <u>POLITICAL ACTIVITY</u>. 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).
- 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date: City of Coralville 13-NDRI-010 1 June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and City of Coralville ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY, by adding condition (k):
- "6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	——(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

6. AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future medifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager. The program quidelines, as found on the Authority's website at <a href="https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

City of Coralville

	Deliverables
(69-01) Storm Sewer Improvements, Coralville Pump Stations	Modify 2 pump stations to protect vulnerable properties along Clear Creek. Raise weir walls; add back-flow prevention; add back-up power and misc. controls/gates.

Disaster Tie-back

The City of Coralville experienced repeated flooding in the MID-URN area, including the floods of 2013. Modifications to two storm water pump stations, the weak links in a new flood protection system, are the final step to protect more than 178 acres of businesses and multi-family residences in a vulnerable LMI area.

311 - Outcome Values

Resilience

1 infrastructure improvement project that improves the stormwater management system with practices that increase capacity of conveyance to reduce flooding.

\$1,834,800	
\$1,834,800	

309 - Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

City of Coralville will track the following activities outside the scope of the funded work as supporting leverage as committed in the Phase 2 grant application.

Deliverables	Deliverable Goal
Elevation of 5th Street and construction of permanent and removable floodwalls on the south side of Clear Creek from the Clear Creek bridge on Hwy 6 to 1st Ave.	1 TOTAL: \$9,148,228
Annual supporting leverage progress reporting through lowaGrants.gov	5

181-01 - Administration	\$36.696
TOT OT Prantimotication	400,000

Cost Projections & Activity per Quarter

(See original spreadsheet)

 AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects

 d) Community Development Block Grant – National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: CITY OF CORALVILLE

BY: Mayor

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Timothy R. Waddell, Division Administrator

11.3.16

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT:

CDBG-NDR CONTRACT NUMBER:

START DATE:

AWARD AMOUNT: DIRECT LEVERAGE (match):

SUPPORTING LEVERAGE:

END DATE:

City of Dubuque

13-NDRI-011

October 11, 2016

\$23,309,600

\$21,600,000 \$38,219,000

September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and City of Dubuque ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 1.4 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.6 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."
- 1.7 <u>CONTRACT</u>. "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 LOW- AND MODERATE AREA, "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1,17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in

Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 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.

ARTICLE 2 FUNDING

- 2.1 <u>FUNDING SOURCE</u>. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR funds to the Recipient.
- 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 January 29, 2016 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, IEDA approved allowable Application-related costs in the amount of \$52,100 incurred by the Recipient for the submission of the Application to HUD are reimbursable per provisions of 24 CFR 570,489(b) as included in the Recipient's "Budget Activity" in IowaGrants.gov account. Those costs are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.
- 2.4 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in 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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 <u>LOCAL EFFORT REQUIREMENTS.</u> The Recipient agrees to provide local cash 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 funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports". The Authority does agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until October 1, 2019 or until two-thirds of the grant amount has been drawn down, whichever comes first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

- 4.1 PERFORMANCE TARGETS. By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity" as found in the Recipient's lowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> 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 IowaGrants.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.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 5.4 **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-NDR 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.
- 5.5 <u>ADMINISTRATIVE COST LIMITATIONS.</u> 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.

- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.
- 5.9 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.
- 5.10 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 6 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:

- 6.1 <u>CONTRACT EXECUTED.</u> The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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 lowa Economic Development Authority and the lowa 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

69

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) <u>RURAL WATER CONNECTION FEE PROJECTS.</u> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.

- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).
- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract...

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.

- 7.3 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.
- 7.4 <u>PRIOR AGREEMENTS.</u> The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.
- 7.5 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) <u>PROJECT WORK AND SERVICES</u>. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPO	PRT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR program.

(c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5)

years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>NOTICE OF PROCEEDINGS</u>. 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) <u>NOTICE TO AUTHORITY</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa 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(P.L. 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 antidisplacement 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 lowa Economic Development Authority: the lowa 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.

- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:
 - (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the 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) <u>NONCOMPLIANCE</u>. 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-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE.</u> 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.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

- Future HUD Guidance related to reporting program metrics and long-term commitments as stated in Iowa's (e) NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- ORDER OF PRIORITY. In the event of a conflict between documents of this Contract, the following order of priority 10.2 shall govern:

(a) Articles 1 through 11 herein.

- Attachment C, "CDBG Program General Provisions," dated February 24, 2016.

 Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov (c) account.
- Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as (d) found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.

"lowa Community Development Block Grant Management Guide", as found on the Authority's website at (e)

www.iowaeconomicdevelopment.com/Community/CDBG,

- Future HUD Guidance related to reporting program metrics and long-term commitments as stated in Iowa's (f) NDR Phase Two application as applicable. To be found on the Authority's website at www.jowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 SUPERSEDING AUTHORITY. Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 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.
- 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.
- 11.3 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.
- 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 lowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- NOTICES. Whenever this Contract requires or permits any funding request, notice, report, or written request by one 11.5 party to another, it shall be in delivered through lowaGrants.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.
- 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.
- LIMITATION. It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated 11.7 financially under this Contract except to disburse funds according to the terms of the Contract.
- 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.

- 11.9 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.
- 11.10 <u>COUNTERPARTS</u>. 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.
- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: City of Dubuque

BY:

Mayor 50 West 13th St.

Second Floor Dubuque, IA 52001 Roy D. Buol, Mayor

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov.

City of Dubuque

		Deliverables
	(69-01) Storm Water Improvements Base of Bee Branch (506 Garfield Ave (Activity #1)	Install six 8-foot dia. culverts by tunneling from the Lower Bee Branch Creek, approximately 165 feet through Canadian Pacific railroad right-of-way, to a proposed junction box. Incl. construction of five – 12' w x 10' h box sewers towards Garfield Ave.
	22 nd St. & Kaufman Ave. (Activity #2)	Install 10' x 6' RCB storm sewer from 22 nd & Elm to Kaufmann & Kane, incl. inlets and local sewer connections to the new RCB incl. const./reconst. of underground utilities along street ROW corridor.
9	17th & West Locust Streets (Activity #3)	Install 96-inch diameter pipe from the Lower Bee Branch Creek through the CP railroad tracks and a 10' x 5' RCB to W. Locust and a 10' x 4' RCB to the west towards Angella St. incl. inlets and local sewer connections to the new RCB incl. const./reconst. of underground utilities along street ROW corridor.

Disaster Tie-back

The City of Dubuque experienced severe flooding in July 2011, causing substantial damage, especially in the historic Bee Branch Creek Watershed. Dubuque's unmet infrastructure needs as a result of the flooding include three storm water management projects to safely convey water.

311 - Outcome Values

Resilience

3 infrastructure improvement projects that improve the stormwater management system with practices that increase capacity of conveyance to reduce flooding.

City of Dubuque - CDBG-NDR Construction Costs:	\$23,100,000	
(69-01) Storm Water Improvements - Base of Bee Branch (506 Garfield Ave (Activity #1) - 22 nd St. & Kaufman Ave. (Activity #2) - 17 th & West Locust Streets (Activity #3)	\$23,100,000	

172-01 - Watershed Planning	Pre-Agreement Expenses - \$52,100	
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309 - Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

City of Dubuque will track the following activities outside the scope of the funded work as supporting leverage as committed in the Phase 2 grant application.

Deliverables	Deliverable Goal
Complete the following supporting leverage projects: 1. Construction of green flood management infrastructure in the Upper Bee Branch Creek watershed. Funding through the Clean Water State Revolving Loan Fund with repayment through stormwater fees collected from Dubuque residents and businesses 2. Construction of 70 pervious alleys in Bee Branch Creek watershed. Funding through the Clean Water State Revolving Loan Fund with repayment through stormwater fees collected from Dubuque residents and	3
businesses 3. lowa Finance Authority funds targeted in the identified neighborhoods to assist first time homeowners CDBG micro lending program in identified neighborhoods	TOTAL: \$38,219,000
Annual supporting leverage progress reporting through lowaGrants.gov	5

181-01 - Administration	\$157,500	

Cost Projections & Activity per Quarter

(See attached spreadsheet)

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ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR funds for acquisition or improvement to the real property.
- **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-NDR 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-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

B.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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 <u>INDEMNIFICATION</u>. 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) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (i) <u>NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS</u>. 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).
- 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number; Contract Amendment Number; Amendment Effective Date; City of Dubuque 13-NDRI-011 1

June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and City of Dubuque ("Recipient") is amended as of the date shown above as follows:

1. AMEND Award Amount by reducing the overall contract by \$16,347 from 172-01 - pre-agreement expenses.

"AWARD AMOUNT: \$23,309,600 \$23,293,253"

- 2. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY, by adding condition (k):
- "6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69	(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS)

Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee</u>'s <u>Recipient</u>'s obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - 3. AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
 - 5. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.lowaeconomicdevelopment.com/Community/CDBG.

"48-0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

7. AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

- AMEND Attachment A, "Program Description" by reducing 172-01 Watershed Planning Pre-agreement expenses from \$52,100 to \$35,753;
 - "172-01 Watershed Planning Pre-Agreement Expenses -\$52,100 \$35,753."
- AMEND Attachment A, "Program Description" by replacing the Cost Projections & Activity per Quarter original attached spreadsheet with a revised attached spreadsheet:

Cost Projections & Activity per Quarter

(See attached Attachment A Updated May 2017 spreadsheet)"

- AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
 - b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
 - d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: CITY OF DUBUQUE

Mayor

BY

IOWA ECONOMIC DEVELORMENT AUTHORITY

Timothy R. Waddell, Division Administrator

Dubuque					2017				2018				2019				2020				202
Updated May 2017	JUN	SEP	DEC	MAR	JUN	SEP	DEC	MAR	JUN	SEP	DEC	MAR	JUN	SEP	DEC	MAR	JUN	SEP	DEC	MAR	JUN
Bee Branch Creek Railroa	d Culverts	(w/Sanit	tary)																		
22nd Street Storm Sewer	Improvem	ents		U =																	
17th St Storm Sewer Impro	ovements																				
W. Locust Storm Sewer Im	provemen	ts																			
EXPENSE		\$0	\$0	\$5,500	\$183,000	\$551,000	\$760,000	\$192,000	\$695,000	\$615,000	\$90,000	\$375,000	\$2,170,000	\$2,252,000	\$1,670,000	\$1,260,000	\$2,050,000	\$1,440,000	\$555,000	\$228,000	\$32,000
HUD DRAWDOWN		\$0	\$0	\$5,500	\$183,000	\$551,000	\$760,000	\$192,000	\$695,000	\$615,000	\$90,000	\$375,000	\$2,170,000	\$2,252,000							
LOCAL LEVERAGE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,670,000	\$1,260,000	\$2,050,000	\$1,440,000	\$555,000	\$228,000	\$32,000
HUD BALANCE		YEAR 1	\$23,100,000 YEAR 1	YEAR 1	\$22,793,500 YEAR 1	\$21,480,500 YEAR 2	\$19,594,500 YEAR 2	\$19,004,500 YEAR 2	\$17,244,500 YEAR 2	\$15,364,500 YEAR 3	\$14,288,500 YEAR 3	\$13,613,500 YEAR 3	\$7,923,500 YEAR 3	\$1,131,500 YEAR 4	\$0 YEAR 4	\$0 YEAR 4	\$0 YEAR 4	\$0 YEAR 5	\$0 YEAR 5	\$0 YEAR 5	YEAR 5
	EXPENSE	QTR 1 \$0	QTR 2 \$0	QTR 3 \$12,500	QTR 4 \$294,000	QTR 1 \$1,313,000	QTR 2 \$1,886,000	QTR 3 \$590,000	QTR 4 \$1,760,000	QTR 1 \$1.880.000	QTR 2 \$1,076,000	QTR 3 \$675,000	QTR 4 \$5,690,000	QTR 1 \$6,792,000	QTR 2 \$6,010,000	QTR 3 \$2,780,000	QTR 4 \$5,880,000	QTR 1 \$4,944,000	QTR 2 \$2,789,000	QTR 3 \$785,250	QTR 4 \$362,000
	HUD DRAW	\$0	\$0	\$12,500	\$294,000	\$1,313,000	\$1,886,000	\$590,000	\$1,760,000	\$1,880,000	\$1,076,000	\$675,000	\$5,690,000	\$6,792,000	\$1,131,500	\$0	\$0	\$0	\$0	\$0	\$0
LOC	AL LEVERAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,878,500	\$2,780,000	\$5,880,000	\$4,944,000	\$2,789,000	\$785,250	\$362,000
ngineering/Design		0.00%	0.00%	0.23%	5.71%	23,68%	37.35%	48.34%	59.51%	66.59%	72.27%	75.53%	78.14%	80.65%	83.16%	85.12%	86.80%	87.91%	89.03%	90.15%	
ow		0.00%	0.00%	0.00%	0.00%	0.00%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	1009
onstruction		0.00%	0.00%	0.00%	0.00%	0.76%	2.28%	2.28%	5.21%	9.00%	10.95%	12.22%	26.06%	42.70%	57.37%	63.94%	78.40%	90.54%	97.38%	99.17%	1009
ADMINISTR	ATION COSTS	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	. \$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,87
	HUD DRAW	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,87
TOTA	L HUD DRAW	\$7,875	\$7,875	\$20,375	\$301,875	\$1,320,875	\$1,893,875	\$597,875	\$1,767,875	\$1,887,875	\$1,083,875	\$682,875	\$5,697,875	\$6,799,875	\$1,139,375	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,87

- 2 -

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO INFRASTRUCTURE CONTRACT

RECIPIENT:
CDBG-NDR CONTRACT NUMBER:
START DATE:
AWARD AMOUNT:
DIRECT Leverage (match)

END DATE:

City of Storm Lake 13-NDRI-012 October 11, 2016 \$6,534,750 \$2,158,250 September 30, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG-NDR") NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and City of Storm Lake ("Recipient"), effective as of the date stated above.

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

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- APPLICATION. "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.

- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 <u>CONTRACT.</u> "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1,11 <u>HUD.</u> "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 LOW- AND MODERATE-INCOME PERSONS. "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Program for National Resilient Disaster Recovery Phase ONE and TWO authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.gov.
- 1.21 <u>RECIPIENT.</u> "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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. 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 <u>SPECIAL FLOOD HAZARD AREA.</u> "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.

ARTICLE 2 FUNDING

- 2.1 <u>FUNDING SOURCE</u>. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR funds to the Recipient.
- 2.3 <u>PRIOR COSTS.</u> If any Recipient has received approval from the Authority to incur certain costs prior to the Start Date of this Contract, then said written 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 January 29, 2016 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 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE</u>. The services of the Recipient are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 <u>ADMINISTRATION.</u> 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 lowa 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 local cash contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's lowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports".

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

4.1 <u>PERFORMANCE TARGETS.</u> 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 and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

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.

ARTICLE 5 USE OF FUNDS

- 5.1 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 Attachment A, "Program Description", "Budget Activity" as found in the Recipient's IowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered program income when the total amount of any CDBG-NDR 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 Date, all program income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. Any CDBG-NDR proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 5.4 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-NDR 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.
- 5.5 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-NDR funds as specified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 5.6 <u>DUPLICATION OF BENEFITS.</u> 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.
- 5.7 <u>COMPLIANCE WITH PROGRAM RULES.</u> All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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 Seg.) in 2011, 2012, and 2013.

5.9 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.

5.10 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 6 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:

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

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.

Funds shall not be released under this Contract 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.

- 6.3 <u>FINANCIAL COMMITMENTS.</u> 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 lowaGrants.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.
- 6.4 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to 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.
- 6.5 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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

55

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL

69

- (a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.
- (b) REVIEW OF HANDICAPPED ACCESSIBILITY. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.

- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with lowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the lowa Green Streets Criteria and the lowa Stormwater Management Manual (as applicable).
- (j) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the Grantee's obligation of funds for construction, the Grantee will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the Grantee for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable).
- 6.7 <u>CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY.</u>
 For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, 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 lowaGrants.gov account to the Contract.

ACTIVITY NUMBER(S) APPLICABLE CONDITIONS OUTSIDE AGENCY

- (a) <u>FUNDING</u>. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid.
- (b) <u>CONTINGENT FUNDING</u>. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (c) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.
- 6.8 <u>SUB-RECIPIENT AGREEMENT.</u> Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 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:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative

authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

- 7.4 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.
- 7.5 <u>START DATE.</u> 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 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by IEDA, the Recipient covenants with IEDA that:
 - (a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the CDBG-NDR Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's lowaGrants.gov account by the End Date.
 - (b) <u>REPORTS</u>. 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. The Recipient shall submit Request for Payment at least quarterly for each "Budget Activity".

REPO	RT	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.	Outcome Value reported – Annually	As specified by IEDA
6.	Final request for Payment / Status Report	Within 30 days of End Date
7.	Single Audit Form (required)	Within 30 days of receipt
8.	Audit Reports (if applicable)	Within 30 days of audit completion
9.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
10.	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-NDR 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 period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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) <u>ACCESS TO RECORDS/INSPECTIONS</u>. 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) <u>USE OF GRANT FUNDS</u>. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority.
- (f) <u>DOCUMENTATION</u>. 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) <u>CERTIFICATIONS.</u> 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, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the lowa 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(P.L. 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 antidisplacement 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.
- (xvi) Subsection 104(I) 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 PROJECT 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.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with IEDA that it shall not, without the prior written disclosure to and prior written consent of IEDA, directly or indirectly:

- (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
- (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:
 - (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the 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) <u>NONCOMPLIANCE</u>. 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) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.
 - (e) <u>INSURANCE</u>. 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.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> 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 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.

- 10.2 <u>ORDER OF PRIORITY.</u> In the event of a conflict between documents of this Contract, the following order of priority shall govern:
 - (a) Articles 1 through 11 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B and C, 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 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> 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.
- 11.2 <u>BINDING EFFECT.</u> 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.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 GOVERNING LAW. This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 11.5 <u>NOTICES.</u> 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 lowaGrants.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.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 <u>INTEGRATION.</u> 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.

- 11.10 <u>COUNTERPARTS</u>. 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.
- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

RECIPIENT: City of Storm Lake

BY:

Mayor 620 Erie St.

P.O. Box 1086

Storm Lake, IA 50588

Typed or Printed Name

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A "PROGRAM DESCRIPTION"

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Storm Lake Activity Timeline

Activity 5- 1st and Mae Street Truck Sanitary Sewer Lining Construction Start-Spring/Summer 2017

Quarter 2: October-December, 2016

Release RFQs and select engineer

Quarter 3: January-March 2017

- Complete project design
- Start and finalize environmental impact study
- Design plans on file, set bid date of Public Hearing
- · Hold Public Hearing on Plans/Specification, consider bids received for award
- Receive Bids

	% Complete	Cost	TTD
Engineering/Design	100%	\$83,200	\$83,200
Engineering/Construction Observation	5%	\$5,240	\$5,240
Construction	0	\$	\$
Grant Administration	30%	\$2,263	\$2,263

Quarter 4: April –June 2017 Construction/Mobilization

Project Close-out

	% Complete	Cost	TTD
Engineering/Design	0	0	\$83,200
Engineering/Construction Observation	85%	\$83,200	\$104,800
Construction	80%	\$832,000	\$832,000
Grant Administration	60%	\$3,839	\$7,542

Quarter 1: July -September 2017

- Complete Construction
- Project Close-out

	% Complete	Cost	TTD
Engineering/Design	0	0	\$83,200
Engineering/Construction Observation	100%	\$16,360	\$104,800
Construction	100%	\$208,000	\$1,040,000
Grant Administration	100%	\$3,839	\$7,542

Engineering	Construction	Grant Administration	Total Project Cost
\$188,000	\$1,040,000	\$7,542	\$1,235,542

Activity 1- North Central Storm Water Improvements Expansion (Spooner and Seneca Street; 10th Street and Russel Reconstruction)

Construction Start- Spring/Summer 2017

Quarter 2: October- December 2016

Release RFQs and select Engineer

Start preliminary design completed

	% Complete	Cost	TTD
Engineering/Design	50%	\$60,560	\$60,560
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	0	0	

Quarter 3: January -March 2017

- · Complete project design
- · Start environmental impact study
- Complete Construction on Russell and 10th Street Intersection
- Finalize environmental impact study
- Design plans on file, set bid date of Public Hearing
- Receive Bids

Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TTD
Engineering/Design	100%	\$68,560	\$121,120
Engineering/Construction Observation	4%	\$6,056	\$6,056
Construction	4%	\$65,000	\$65,000
Grant Administration	50%	\$3,703	\$3,703

Quarter 4: April- June, 2017

Construction/Mobilization

	% Complete	Cost	TTD
Engineering/Design	%	0	\$121,120
Engineering/Construction Observation	35%	\$47,087	\$53,138
Construction	39%	\$552,650	\$617,650
Grant Administration	66.68%	\$1,234	\$4,937

Quarter1: July - September 2017

Complete Construction

	% Complete	Cost	TTD
Engineering/Design	%	0	\$121,120
Engineering/Construction Observation	90%	\$83,534	\$136,672
Construction	90%	\$868,450	\$1,421,100
Grant Administration	83.35%	\$1,234	\$6,171

Quarter 6: October-December 2017

Project Close-Out

	% Complete	Cost	TTD
Engineering/Design	%	0	\$121,120
Engineering/Construction Observation	100%	\$15,207	\$151,800
Construction	100%	\$92,900	\$1,514,000
Grant Administration	100%	\$1,307	\$7,542

Engineering	Construction	Grant Administration	Total Project Cost
\$273,000	\$1,514,000	\$7,542	\$1,794,542

Activity 6-10th & Ontario Storm Water Improvements Construction Start- Fall 2017

Quarter 2: October-December 2016

· Release RFQ and select Engineer

	% Complete	Cost	TDD
Engineering/Design	0%	\$0	
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	%	0	

Quarter 3: January -March 2017

- Complete project design
- Start environmental impact study

	% Complete	Cost	TDD
Engineering/Design	100%	\$131,700	\$131,700
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	16.67%	\$1,234	\$1,234

Quarter 4: April -June 2017

Finalize environmental impact study

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$
Engineering/Construction Observation	0%	\$	\$
Construction	0	\$0	\$
Grant Administration	33.34%	\$1,234	\$2,468

Quarter 1: July-September 2017

- . Design plans on file, set bid date of Public Hearing
- Receive Bids

Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TDD
Engineering/Design	Complete	\$	\$131,700
Engineering/Construction Observation	2%	\$3,292	\$3,292
Construction	0	\$0	\$
Grant Administration	50%	\$1,234.38	\$3,703

Quarter 2: October-December 2017

· Construction/Mobilization-

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$131,700
Engineering/Construction Observation	45%	\$70,778	\$70,778
Construction	50%	\$823,000	\$823,000
Grant Administration	16.66%	\$1,234.38	\$6,171

Quarter 3 and 4: January-June 2018

Complete Construction

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$131,700
Engineering/Construction Observation	95%	\$74,770	\$145,548
Construction	95%	\$740,700	\$1,563,370
Grant Administration	16.66%	\$1,1234.38	\$7,604

Quarter 1: July -September 2018

Project Close-Out

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$131,700
Engineering/Construction Observation	100%	\$8,830	\$165,600
Construction	100%	\$82,250	\$1,646,000
Grant Administration	16.66%	\$1,370	\$7,740

Engineering	Construction	Grant Administration	Total Project Cost
\$297,000	\$1,646,000	\$7,740	\$1,950,740

Activity 3-7th and Geneseo Street Sanitary Replacement Construction Start- Spring 2018

Quarter 2: October- December 2016

· Release RFQ and Select engineer

	% Complete	Cost	TDD
Engineering/Design	0%	\$	
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	0	0	11.11

Quarter 1: July -September 2017

· Complete preliminary project design

Start environmental impact study

	% Complete	Cost	TDD
Engineering/Design	100%	\$20,000	\$20,000
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	- 41114
Grant Administration	20 %	\$1,481	\$1,481

Quarter 2: October-December, 2017

Finalize environmental impact study

	% Complete	Cost	TDD
Engineering/Design	Complete	\$	\$20,000
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	1111
Grant Administration	40%	\$1,481	\$2,962

Quarter 3: January - March, 2018

- Design plans on file, set bid date of Public Hearing
- Receive Bids

Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$20,000
Engineering/Construction Observation	2%	\$500	\$500
Construction	0	\$0	
Grant Administration	60%	\$1,481	\$4,443

Quarter 4: April- June, 2018

Construction/Mobilization

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$20,000
Engineering/Construction Observation	50%	\$12,000	\$12,500

Construction	50%	\$125,000	\$125,000
Grant Administration	80%	\$1,481	\$5,924

Quarter 1: July - September 2018

Complete Construction

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$20,000
Engineering/Construction Observation	100%	\$12,500	\$25,000
Construction	100%	\$125,000	\$250,000
Grant Administration	100%	\$1,482	\$7,406

Engineering	Construction	Grant Administration	Total Project Cost
\$45,000	\$250,000	\$7,406	\$302,406

Activity 2-4th & Oates Street Water Improvements Construction Start Spring 2019

Quarter 2: October - December 2016

· Release RFQ and select engineer

	% Complete	Cost	TDD
Engineering/Design	0%	\$	
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	0	0	

Quarter 3: January - March 2017

Complete preliminary project design

Finalize discussions with project partners

	% Complete	Cost	TDD
Engineering/Design	50%	\$30,320	\$30,320
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	- 14 1
Grant Administration	0%	\$0	\$0

Quarter 1: July -September 2018

Finalize design

· Finalize environmental impact study

Design plans on file, set bid date of Public Hearing

	% Complete	Cost	TDD
Engineering/Design	100%	\$30,320	\$60,640
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	25%	\$1,852	\$1,852

Quarter 3: January - March, 2019

Receive Bids

Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$60,640
Engineering/Construction Observation	2%	\$1,527	\$1,527
Construction	0	\$0	
Grant Administration	50%	\$1,852	\$3,704

Quarter 4: April- June, 2019

Construction/Mobilization

Complete Construction

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$60,640

Engineering/Construction Observation	50%	\$36,653	\$36,653
Construction	50%	\$379,000	\$379,000
Grant Administration	75%	\$1,852	\$5,556

Quarter 1: July - September 2020

Complete Construction

Project Close-Out

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$60,640
Engineering/Construction Observation	50%	\$38,180	\$76,360
Construction	50%	\$379,000	\$758,000
Grant Administration	100%	\$1,852	\$7,408

Engineering	Construction	Grant Administration	Total Project Cost
\$137,000	\$758,000	\$7,408	\$902,408

Activity 4- Memorial Park Storm Water Improvements Construction Start Spring 2019

Quarter 4: April-June 2016

· Release RFQ and select engineer

	% Complete	Cost	TDD
Engineering/Design	0%	\$	
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	0	0	

Quarter 1: July -September 2016

· Complete project preliminary project design

Finalize discussions with project partners

	% Complete	Cost	TDD
Engineering/Design	50%	\$14,560	\$14,560
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	20%	\$1,481	\$1,481

Quarter 1: July -September 2018

Finalize design

· Finalize environmental impact study

Design plans on file, set bid date of Public Hearing

	% Complete	Cost	TDD
Engineering/Design	50%	\$14,560	\$29,120
Engineering/Construction Observation	0%	\$	4 11
Construction	0	\$0	
Grant Administration	40%	\$1,481	\$2,962

Quarter 3: January -March, 2019

Receive Bids

Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$29,120
Engineering/Construction Observation	2%	\$738	\$738
Construction	0	\$0	
Grant Administration	60%	\$1,481	\$4,443

Quarter 4: April- June, 2019

Construction/Mobilization

Complete Construction

Complete	1 Cost	TDD
1	% Complete	6 Complete Cost

Engineering/Design	0%	\$	\$29,120
Engineering/Construction Observation	50%	\$17,702	\$18,440
Construction	60%	\$218,400	\$218,400
Grant Administration	80%	\$1,481	\$5,924

Quarter 5: July - September 2019

- Complete Construction
- Project Close-Out

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$29,120
Engineering/Construction Observation	50%	\$19,178	\$36,880
Construction	100%	\$145,600	\$364,000
Grant Administration	100%	\$1,481	\$7,405

Engineering	Construction	Grant Administration	Total Project Cost
\$66,000	\$364,000	\$7,405	\$437,405

Activity 8: Wastewater Treatment Facility Wetland Ponds

Construction Start Spring 2019

Quarter 2: October -December 2016

· Release RFQ and select engineer

	% Complete	Cost	TDD
Engineering/Design	0%	\$	
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	0	0	

Quarters 3 and 2: January -March 2017

- Preliminary design complete
- · Start partnership discussions

	% Complete	Cost	TDD
Engineering/Design	50%	\$43,200	\$43,200
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	16.67%	\$1,235	\$1,235

Quarter 1: July -September 2018

- Complete project design
- Start environmental impact study

Finalize discussion with project partner

	% Complete	Cost	TDD
Engineering/Design	100%	\$43,200	\$86,400
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	33.34%	\$1,235	\$2,470

Quarter 2: October-December, 2018

Finalize environmental impact study

Design plans on file, set bid date of Public Hearing

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$86,400
Engineering/Construction Observation	1%	\$1,086	\$1,086
Construction	0	\$0	
Grant Administration	50%	\$1,235	\$3,705

Quarter 3: January -March, 2019

- Receive Bids
- Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$86,400
Engineering/Construction Observation	1%	\$1,086	\$2,172
Construction	0	\$0	
Grant Administration	66.67	\$1,235	\$4,940

Quarter 4: April-June, 2019

- Construction/Mobilization
- Complete Construction

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$86,400
Engineering/Construction Observation	60%	\$62,988	\$65,160
Construction	60%	\$648,000	\$648,000
Grant Administration	83.35%	\$1,235	\$6,175

Quarter 5: July - September 2019

- Complete Construction
- Project Close-Out

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$86,400
Engineering/Construction Observation	40%	\$43,440	\$108,600
Construction	40%	\$432,000	\$1,080,000
Grant Administration	100%	\$1,371	\$7,546

Engineering	Construction	Grant Administration	Total Project Cost
\$195,000	\$1,080,000	\$7,546	\$1,282,546

Activity 7: 4th and Barton Storm Sewer Improvements

Construction Start Spring 2020

Quarter 2: October-December 2016

Release RFQ and select engineer

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$
Engineering/Construction Observation	0%	\$	
Construction	0	\$0	
Grant Administration	0	0	

Quarters 2 and 2: January - March 2017

- · Preliminary design complete
- · Start partnership discussions

	% Complete	Cost	TDD
Engineering/Design	50%	\$26,440	\$26,440
Engineering/Construction Observation	0%	\$	2000
Construction	0	\$0	
Grant Administration	0	0	

Quarter 1: July -September 2019

- Complete project design
- Start environmental impact study

	% Complete	Cost	TDD
Engineering/Design	0%	\$26,440	\$52,880
Engineering/Construction Observati	on 0%	\$	
Construction	0	\$0	
Grant Administration	16.67%	\$1,235	\$1,235

Quarter 2: October-December, 2019

- Finalize environmental impact study
- Design plans on file, set bid date of Public Hearing

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$52,880
Engineering/Construction Observation	1%	\$661	\$661
Construction	0	\$0	\$
Grant Administration	33.34%	\$1,235	\$2,470

Quarter 3: January - March, 2020

Receive Bids

· Hold Public Hearing on Plans/Specifications, consider bids received for award

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$52,880
Engineering/Construction Observation	1%	\$661	\$1,322
Construction	0	\$0	
Grant Administration	50%	\$1,235	\$3,705

Quarter 4: April- June, 2020

Construction/Mobilization

Complete Construction

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$52,880
Engineering/Construction Observation	40%	\$25,126	\$25,126
Construction	40%	\$264,400	\$264,400
Grant Administration	66.68%	\$1,235	\$4,940

Quarter 1: July - September 2020

- Complete Construction
- Project Close-Out

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$52,880
Engineering/Construction Observation	95%	\$29,754	\$54,880
Construction	95%	\$363,550	\$627,950
Grant Administration	83.35%	\$1,235	\$6,175

Quarter 2: October-December 2020

Project Close-Out

	% Complete	Cost	TDD
Engineering/Design	0%	\$	\$52,880
Engineering/Construction Observation	100%	\$11,240	\$66,120
Construction	100%	\$33,050	\$661,000
Grant Administration	100%	\$1,235	\$7,410

Engineering	Construction	Grant Administration	Total Project Cost
\$119,000	\$661,000	\$7,410	\$787,410

Total of Eight Projects:

Engineering	Construction	Grant Administration	Total Project Cost		
\$1,320,000	\$7,313,000	\$60,000	\$8,693,000		

ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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 <u>INDEMNIFICATION</u>. 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) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. 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) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 <u>POLITICAL ACTIVITY</u>. 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).
- 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract Amendment

Recipient: Contract Number: Contract Amendment Number: Amendment Effective Date:

City of Storm Lake 13-NDRI-012

3-IVDI

June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the lowa Economic Development Authority ("Department or IEDA") and City of Storm Lake ("Recipient") is amended as of the date shown above as follows:

- 1. AMEND 6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. by adding condition (k):
- "6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
69-	(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL
69	(k) DESIGN

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL</u>. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY</u>. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL</u>. Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT</u>. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT</u>. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.lowaGrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual (as applicable).

- (j) <u>PERPETUAL RESTRICTIONS</u>. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.9 and 5.10 of this Contract.
- (k) <u>DESIGN.</u> Prior to the <u>Grantee's Recipient's</u> obligation of funds for construction, the <u>Grantee Recipient</u> will demonstrate that the engineering design for a Project is feasible, prior to obligation of funds by the <u>Grantee Recipient</u> for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards (as applicable)."
 - AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "Program Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."

"(f) Attachment D, "Program Guidelines."

- 3. AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "Program Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."

"(g) Attachment D, "Program Guidelines."

4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

 AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:

"18.0 PROCUREMENT.

For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

"48-0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

6. AMEND Attachment A, "Program Description" by replacing the original "Program Description" with the following:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of lowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed.

STORM LAKE Updated: 6.19.2017

Total award - \$ 6,534,750	2016	2017				2018				2019
	Dec.	March	June	Sept.	Dec.	March	June	Sept.	Dec	March
Act. 1 - NC Phase 2										
Act. 2- 4th & Oats				0						
Act. 3 - 7th & Geneseo										
Act. 4 - Memorial Park										
Act. 5 - 1st & Mae										
Act. 6 – 10th & Ontario		1								
Act. 7 - 4th & Barton										
Act. 8 - WWTP Wetland	2									100
HUD Drawdown - Admin	\$5,925		\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
HUD Drawdown - Project	\$74,036	\$168,079	\$629,145	\$879,949	\$619,211	\$148,875	\$980,310	\$733,771	\$261,929	\$28,500

	2019 - continued			2020			2021		TOTAL	
	June	Sept.	Dec.	March	June	Sept.	Dec.	March	June	
Act. 1 - NC				1000				(* 1)		
Phase 2	1									
Act. 2- 4th &										
Oats Act. 3 - 7th &	1				I I			B		
Geneseo	ľ.		K 11							
Act. 4 -										
Memorial										
Park	h = 1									
Act. 5 - 1st &					1					l)
Mae										1
Act. 6 - 10th & Ontario										
Act. 7 - 4th &						1				
Barton										1
Act. 8 -										1
WWTP						1				
Wetland										1
HUD	\$2,500	\$5.000	62 500	ØE 000	£0 500			¢750	#F 00F	
Drawdown -	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500			\$750	\$5,825	
Admin								11 11 11		\$60,000
HUD	L	1	155 F F 1	1451	17.44	73.4	1.1.	E ALL V	1.00	
Drawdown -	\$532,771	\$353,850	\$274,425	\$8,925	\$319,088	\$261,263	\$88,313	\$58,500	\$53,812	60.000000
Project						1 1 1 1 1 1 1		44.11		\$6,474,750

^{7.} AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

[&]quot;Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and

Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: City of Storm Lake

BY: Mayor

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Timothy R. Waddell, Division Administrator

IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO PLANNING CONTRACT

RECIPIENT:

CDBG-NDR CONTRACT NUMBER:

13-NDRP-013

START DATE:

October 11, 2016 \$6,471,876

AWARD AMOUNT: END DATE:

September 30, 2021

UNIVERSITY OF IOWA

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY - NATIONAL DISASTER RESILIENCE ("CDBG-NDR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA") and the UNIVERSITY OF IOWA, Division of Sponsored Programs, 2 Gilmore Hall, University of Iowa, Iowa City, IA 52242-1320 ("UI" or "Recipient"), effective as of the date stated above.

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law113-2) under the CDBG-NDR program; 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-NDR funds isto 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:

- ACT. "Act" means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seg.) 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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 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-NDR program.
- APPLICATION. "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act. 2013. Public Law 113-2. for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.
- 1.5 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.

- 1.6 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.7 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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 1.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 1.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "lowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 LOW- AND MODERATE-INCOME PERSONS. "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 1.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 1.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 1.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 1.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 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 IowaGrants.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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. For purposes of this agreement the Document Prepared by: Tim Metz

 National Resilient Disaster Recovery Phase One and Two Planning Contract

Revised May 2016

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"Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 FUNDING

- 2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-NDR program. Any termination, reduction or delay of CDBG-NDR funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG-NDR funds to UI.
- 2.3 PRIOR COSTS. IEDA approved allowable Application-related costs in the amount of \$62,000 incurred by the Recipient for the submission of the Application to HUD are reimbursable per provisions of 24 CFR 570.489(b) as included in the Recipient's "Budget Activity" in IowaGrants.gov account. In addition, costs for certain activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.
 - 2.4 <u>DISBURSEMENT OF LESS THAN THE TOTAL CONTRACT AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) 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 C to this Contract.

ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of UI are to commence as of the Start Date and shall be undertaken in such a manner as to assure their timely and 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 UI by the Authority for any item of work or service shall conform to the budget as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 3.3 ADMINISTRATION. This Contract shall be administered in accordance with all applicable State and Federallaws and regulations now in effect and as may be amended from time to time, and including the lowa 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.

ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

- 4.1 PERFORMANCE TARGETS. By the End Date, UI shall have accomplished the activities, deliverables, and performance targets as described in and as found in the Recipient's lowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 4.2 <u>CALCULATION OF PROJECT COMPLETION.</u> The Authority has the final authority to assess whether UI has met its performance targets at the End Date. The Authority shall determine completion according to the performance targets set forth in and as found in the Recipient's lowaGrants.govaccount.

The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> UI shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in and as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.2 PROGRAM INCOME. The Authority and UI do not anticipate that UI will receive Program Income as a result of activities performed by UI pursuant to this Agreement. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-NDR funds are considered Program Income when the total amount of any CDBG-NDR Program Income received by UI in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered Program Income. Prior to the End Date, all Program Income shall be expended prior to requesting additional CDBG-NDR funds. Program income received by UI after the Contract Expiration Date shall be returned to the Authority unless UI has submitted, and the Authority has approved, a re-use plan.
- 5.3 <u>BUDGET REVISIONS.</u> 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.
- 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-NDR activity as authorized by HUD. No funds provided under this Contract may be used for the purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.
- 5.5 <u>COMPLIANCE WITH PROGRAM RULES</u>. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.
- 5.9 <u>SPECIAL FLOOD HAZARD AREA.</u> No funds under this Project shall be expended with respect to propertylocated 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 in accordance with Executive Order 11988 and 24 CFR part 55.

ARTICLE 6 CONDITIONS TO DISBURSEMENT OF FUNDS

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

- 6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 <u>FINANCIAL COMMITMENTS.</u> The Recipient shall have submitted a firm written commitment from each source of funds to the Project identified in the "Budget Activity" as found in the Recipient's lowaGrants.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.
- 6.3 PERMITS AND LICENSES. The Authority reserves the right to withhold funds until the Authority has reviewed and

 Document Prepared by: Tim Metz

 National Resilient Disaster Recovery Phase One and Two Planning Contract
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approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to commencement of any discrete portion of the Project.

- 6.4 EXCESSIVE FORCE POLICY. The Authority, prior to release of funds under this Contract, shall review and approve UI'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(I) of the Housing and Community Development Act of 1974, as amended.
- 6.5 <u>CONDITIONS TO DISBURSEMENT OF FUNDS.</u> UI shall prepare and submit to the Authority any draw requests for funds under this Contract at least quarterly during the term of this Contract for actual costs. UI may submit draw requests prior to payment by UI of such expenditures. Such draw request is subject to approval by the Authority in its sole discretion. If the Authority does not approve such draw request, the Authority shall notify UI no later than 10 business days after receipt of such draw request. If the Authority approves such draw request, the Authority shall make payment to UI in conformance with lowa Code section 8A.514 (2009); however, without waiving its rights under lowa Code section 8A.514 (2009), the Authority shall endeavor to pay claims to UI within 21 days of the Authority's receipt of such draw request. UI will not hold funds distributed under this Contract more than ten (10) days prior to disbursement thereof by UI.

ARTICLE 7 REPRESENTATIONS AND CERTIFICATIONS OF UI

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

- 7.1 <u>AUTHORITY.</u> UI is duly authorized and empowered to execute and deliver the Contract. All required actions on UI's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> All financial information 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 Start Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of UI, threatened against UI affecting in any manner whatsoever their rights to execute the Contract or the ability of UI to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract.
 - 7.4 PRIOR AGREEMENTS. UI has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.
 - 7.5 <u>START DATE.</u> The covenants, certifications 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 UI at the time of each advance or request for disbursement of funds.

ARTICLE 8 COVENANTS OF UI

- 8.1 AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by IEDA, UI covenants with IEDA that:
 - (a) PROJECT WORK AND SERVICES. UI shall perform the work and services detailed in Attachment A "Program Description" in a timely and expeditious manner.
 - (b) REPORTS. UI shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. UI shall review all Requests for Payment and verify that claimed expenditures are Allowable Costs. UI shall maintain documentation adequate to support the claimed costs.

KEP	JK I	DUEDATE
1.	Request for Payment	At least every three (3) months
2.	Activity Status Report	At least every three (3) months
3.	Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
4.	Deliverables and Outcome Value	As specified in Attachment A, "Program Description"
5.	Final request for Payment / Status Report	Within 30 days of End Date
6.	Long-term Commitment report as required by the authority (if applicable)	Within 30 days of End Date
7.	Other reports as required by the Authority and the Program Rules	As needed

DUEDATE

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 UI's CDBG-NDR program.

- (c) RECORDS. UI 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, including but not limited to all Subcontracts (defined herein), invoices and other records. UI shall maintain books, records and documents insufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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. UI 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 UI's books, records and accounts, and (iii) all other documentation or materials related to this Contract; UI shall provide proper facilities for making such examination and/or inspection.
- (e) USE OF GRANT FUNDS. UI shall expend funds received under the Contract only for the purposes and activities described in the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application, this Contract, the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and as approved by the Authority. No funds provided under this Contract may be used for the purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.
- (f) DOCUMENTATION. UI 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. This covenant shall be in addition to the requirements of Section 6.5.
- (g) NOTICE OF PROCEEDINGS. UI shall promptly notify IEDA of the initiation of any claims, lawsuits or proceedings brought against UI.

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- (h) REPAYMENT OF GRANT FUNDS. In the event the Authority is required to repay HUD any portion of the Grant provided to the UI that is due to the UI's non-compliance with the terms of this Agreement the UI will pay to the Authority an amount equal to such required repayment. This amount shall not exceed the amount distributed to UI by the Authority under this Contract.
- (i) NOTICE TO AUTHORITY. In the event UI becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, UI shall promptly notify the Authority.
- (j) CERTIFICATIONS. UI certifies and assures that the Project, including any Subcontracts (defined herein) with respect to 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. UI recognizes that such laws, regulations and orders are subject to amendment, addition or deletion from time to time. UI certifies and assures compliance with the applicable orders, laws and implementing regulations as each may be amended from time to time, including 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, OMB 2-CFR part 200.
- (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, as modified by the waivers and alternative requirements published in the Federal Registers described in the definition of "Program Rules".
- (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 lowa Civil Rights Act of 1965; Chapter 19B.7, 2003 Code of lowa, and lowa Executive Order #34, dated July 22, 1988; lowa 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 (P.L. 101-235), and implementing regulations.
- 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.
- 2) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 4846), as amended, and implementing regulations.
- 3) National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and implementing regulations.
- 4) 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.
- 5) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance..(xi) Government-wide Restriction on Lobbying Certification (Section 319 of Public Law 101-121) and implementing regulations.

- a) Fair Labor Standards Act (29 U.S.C. 201 et seq.) and implementing regulations.
- Hatch Act (5 U.S.C. 7321 et seq.) (regarding political partisan activity and Federally funded activities) and implementing regulations.
- c) 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.
- d) Subsection 104(I) 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.
- e) Drug-Free Workplace Act (41 U.S.C. 701 et seq.).
 - (k) REVIEW AND REPAYMENT OF GRANT FUNDS. UI agrees to cooperate and comply with any review of any and all activities and records under this Contract by HUD or its representatives, the General Accounting Office or its representatives, the Authority, or the State Auditor. In the event HUD, its representatives or the General Accounting Office determine that funds were misspent pursuant to this Contract, or otherwise determines that the funds disbursed under this agreement must be repaid, UI agrees to repay such amounts to the Authority or to the Federal government as determined by HUD, or HUD's representatives, or by the General Accounting office.
- 8.2 <u>USE OF VENDORS AND SUBCONTRACTORS</u>. The Authority and UI understand that some of the activities to be performed by UI under this Contract may be performed through the use of subcontractors. If UI in cooperation with the Authority determines the use of subcontractors is desirable then UI shall contract with qualified subcontractors to provide Activities as described in this Contract pursuant to the following:
 - (a) UI will prepare a request for qualifications or request for proposals ("RFQ" or "RFP") and publicly seek bids for persons and entities to perform the services described in this Contract (singularly, a "Subcontractor" and collectively, "Subcontractors") in accordance with the procurement requirements set forth in the Program Rules. The content of the RFQ shall be subject to prior written approval of the Authority with respect to conformity to the Program Rules.
 - (b) The RFQ or RFP shall contain a form of subcontract (singularly, a "Subcontract" and collectively, "Subcontracts") to be entered into by UI and all Subcontractors. The form of Subcontract shall be subject to prior written approval of the Authority. When entering into Subcontracts, UI shall make no changes to any Subcontract without the prior written approval of the Authority, other than provisions regarding the location where the services are to be performed and the cost of the services.
 - (c) Prior to entering into any Subcontract, UI shall provide the Authority with a list of proposed Subcontractors. UI will not enter into a Subcontract with any Subcontractor unless the Authority delivers to UI a notice that such Subcontractor is not debarred, suspended or placed in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.
 - (d) UI shall take all reasonable and necessary steps to provide Activities as described in Attachment A, "Program Description" and the Recipient's "Budget Activity" in IowaGrants.gov account. If UI does not receive bids from qualified Subcontractors for any portion of the activities under this Contract, UI shall notity the Authority. In such event, the Authority shall reduce the Contract Amount to reflect any work not performed hereunder.
 - (e) UI shall not enter into any amendments to any Subcontract without the prior written consent of the Authority.
 - (f) The Authority's consent to any Subcontract, amendment to a Subcontract or Subcontractor shall not be deemed in any way to provide for the incurrence of any obligation of UI in addition to the Contract Amount. The execution of any Subcontract shall in no way alter the terms and conditions of this Contract.
 - (g) All restrictions, obligations and responsibilities of UI under this Contract shall apply to any Subcontractor or other subcontractor.

- (h) The Authority shall have the right to request the removal of a Subcontractor from performance under this Contract for good cause as determined by the Authority.
- (i) Each Subcontract shall contain provisions that shall permit the Authority, HUD or its representatives, the General Accounting Office or its representatives or the State Auditor to examine, audit and/or copy (i) any plans and work details pertaining to the portion of the Project that is the subject of such Subcontract, (ii) all of the Subcontractors books, records and accounts, and (iii) all other documentation or materials related to such Subcontract.
- (j) UI will not approve any payment under any Subcontract until such time as UI approves the work product performed under this Subcontract and such work product meets the requirements of this Contract.
- (k) If a Subcontractor commits a breach of a Subcontract, UI will pursue all legal remedies available to UI against such Subcontractor, and shall repay any amounts recovered pursuant to the exercise of such remedies to the Authority.
- 8.3 <u>NEGATIVE COVENANTS.</u> During the Contract term UI covenants with IEDA that it shall not, directly or indirectly, without the prior written disclosure to and prior written consent of IEDA:
 - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
 - (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:
 - (a) MATERIAL MISREPRESENTATION. If at any time any representation, certification or statement made or furnished to the Authority by, or on behalf of UI in connection with this Contract or to induce the Authority to make the Grant to UI 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 UI.
 - (b) NONCOMPLIANCE. If there is a failure by UI to comply with any of the covenants, terms or conditions contained in this Contract.
 - (c) CONTRACT EXPIRATION DATE. If the Project, in the sole judgment of the Authority, is not completed on a timely basis.
 - (d) MISSPENDING. If UI expends Grant proceeds for purposes not described in Attachment A "Program Description", this Contract, or as authorized by the Authority.
- 9.2 <u>NOTICE OF DEFAULT.</u> IEDA shall issue a written notice of default providing therein a thirty (30) day period in which UI shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT</u>. If, after opportunity to cure, the default remains, IEDA shall have the right, in addition to any rights and remedies available to it to do one or more of the following:
 - (a) exercise any remedy provided by law,
 - (b) require immediate repayment of any portion, or all, of the funds disbursed under this agreement, to the extent that such funds must be repaid under provision 8.1(h) or 8.1(k) of this agreement, or to the extent that the Authority determines that funds have been misspent.
 - (c) immediately terminate this Contract and provide no further disbursements hereunder.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> If UI 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 defined in Article 4, 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. The UI shall also have the opportunity to cure, as described in Article 9.2, any Performance Target defaults.

ARTICLE 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> UI shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description"; and the data and "Budget Activity" as found in the Recipient's lowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 11 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description"; and the data and "Budget Activity" as found in the Recipient's lowaGrants.gov account.
 - (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (e) "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B, and C, 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 forthherein.

ARTICLE 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> UI shall request Project funds on a cost reimbursement basis 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.
- 11.2 <u>BINDING EFFECT.</u> This Contract shall be binding upon and shall inure to the benefit of the Authority and Uland their respective successors, legal representatives and assigns. The obligations, covenants, certifications, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> 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.
- 11.4 <u>GOVERNING LAW/DISPUTE RESOLUTION.</u> This Contract shall be interpreted in accordance with the laws of the State of lowa without regard to the choice of law provisions of the laws of the State of lowa. The parties to this Contract shall attempt to mediate disputes that arise under this Agreement with a mutually agreed-upon mediator. Each party shall bear their own costs of such mediation; provided that the fees and expenses of any such mediator shall be shared equally between the parties. If the parties are unable to reach agreement, then the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Section 679A.19 of the Code of lowa.

- 11.5 NOTICES. Whenever this Contract requires or permits any notice or written request by one party to another, itshall be in delivered through lowaGrants.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 UI set forth heretofore, as modified from time to time, as being the address of UI.
- 11.6 <u>WAIVERS.</u> 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.
- 11.7 <u>LIMITATION.</u> It is agreed by UI 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.
- 11.8 <u>HEADINGS.</u> 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.
- 11.9 INTEGRATION. This Contract contains the entire understanding between UI 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.
- 11.10 <u>COUNTERPARTS.</u> 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.
- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.
- 11.12 <u>TIME IS OF THE ESSENCE.</u> 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 Start Date first stated.

UNIVERSITY OF IOWA

BY:

Wendy Beaver, Executive Director

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY

Timothy R. Waddell, Division Administrator

ATTACHMENT A

Program Description University of Iowa Program Description

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

The scope of work consists of six activities: Iowa Flood Center: Advisory Board Meetings, Watershed Coordinator Training; Iowa Flood Center: Hydrologic Assessment; Iowa Flood Center: Hydrologic Network; University of Iowa: Resilience Programming; Evaluation and Program Model; and Pre-Agreement Expenses.

ACTIVITY 172-03

Iowa Flood Center: Advisory Board Meetings, Watershed Coordinator Training

A statewide WMA Advisory Board will be formed with at least one advisor from each WMA and representative(s) from Dubuque Bee Branch Creek. Collaborators will represent a wide range of expertise. The board will: review progress; strategize common challenges; make implementation recommendations; discuss long-term solutions for statewide flood peak reduction and water-quality improvements; and share resilience programming strategies and successes. The board will initially convene quarterly, with the spring meeting including an annual public symposium to share information and build support. The fall meeting will also bring everyone together in one location. The six watershed coordinators will be brought together at least two additional times each year for specialized training.

Bringing together key agency staff, stakeholders from the target watersheds, and landowners who are building structures or implementing conservation practices in the MID-URN areas allows opportunities for sharing information and talking through common challenges. The advisory board meetings will be used to monitor progress across the watersheds and resolve issues.

Disaster Tie-back: The watershed coordinator training events will improve their ability to support the activities directly impacting the MID-URN areas.

The tasks below retroactive to January 21, 2106.

Iowa Flood Center: Advisory Board Meetings, Watershed Coordinator Deliverables

Deliverable	Expected Quantity	
Prepare and conduct advisory board meeting	10	
Conduct watershed coordinator training activity	10	
Submit quarterly contract-wide progress reports	20	

Year 1 (\$65,149)

Q-1 \$17,443

- Organize fall 2016 advisory board meeting, attend event, prepare minutes and report, purchase supplies and rent space, etc. (\$13,162)
- Purchase laptop computer for dedicated use on this project for meetings, workshops, and other events. (cost\$1,281)
- Participant support costs for event (about 12-13 attendees from across the state at an average of \$227 each for mileage, lodging, meals) (\$3,000, no indirect)

Q-2 \$5,962

- Begin organization of spring 2017 meeting, prepare content for watershed coordinator training, (\$3,880)
- Training activity for the six watershed coordinators. Likely theme: IWA programmatic overview, including lessons learned from the lowa Watersheds Project, and information about WMA formation. (\$2,082, no indirect, no indirect)

Q-3 \$35,782

Organize and host spring 2017 advisory board meeting/public symposium, attend event, rent space, purchase supplies, host guest speaker (stipend and travel), prepare minutes and report, etc. Likely Theme for Public Component: The lowa Watershed Approach: A New Vision for Iowa's Future. (\$27,782)

Document Prepared by: Tim Metz

National Resilient Disaster Recovery Phase One and Two Planning Contract

- Participant support costs for event (cover costs for about 35-36 attendees from across the state at an average of \$227 each for mileage, 1 night lodging, meals). This includes funds for interested landowners to attend from the participating watersheds. (\$8,000, no indirect)
 - Q-4 \$5,962
- Work toward organization of fall 2017 meeting, prepare content for watershed coordinator training (\$3880)
- Training activity for the six watershed coordinators. Likely theme: IWA programmatic overview of the community resilience program and training on community resilience. (\$2,082, no indirect)
- Prepare and submit annual progress report

Year 2 (\$63,289)

- Q-1 \$16,214
- Organize fall 2017 advisory board meeting, attend event, prepare minutes and report, purchase supplies and rent space, etc. (\$13,214)
- Participant support costs for event (about 12-13 attendees from across the state at an average of \$227 each for mileage, lodging, meals) (\$3,000, no indirect)
 - Q-2 \$5.980
- Begin organization of spring 2018 meeting, prepare content for watershed coordinator training (\$3898)
- Training activity for the six watershed coordinators. Likely Theme: Progress on WMA formation, tutorial on the Iowa
 Flood Information System and the Iowa Water Quality Information System. (\$2082)
 - Q-3 \$35,115
- Organize spring 2018 advisory board meeting/public symposium, attend event, prepare minutes and report, rent space, purchase supplies, host guest speaker (stipend and travel), etc. Likely Theme for Public Component: Resilience! Considerations in Improving Resilience on the Landscape and in Your Community. (\$27,115)
- Participant support costs for event (cover costs for about 35-36 attendees from across the state at an average of \$227 each for mileage, lodging, meals). This includes funds for interested landowners to attend from the participating watersheds. (\$8,000, no indirect)
 - Q-4 \$5,980
- Work toward organization of fall 2018 meeting, prepare content for watershed coordinator training (\$3,898)
- Training activity for the six watershed coordinators. Likely Theme: Interpretation of hydrologic assessments and
 review of hydrologic modeling platforms. Training on working through the details related to built structures with
 landowners (environmental & cultural review, contracting, etc.) (\$2,082, no indirect)
- Prepare and submit annual progress report

Year 3 (\$64,448):

- Q-1 \$16,568
- Organize fall 2018 advisory board meeting, attend event, prepare minutes and report, purchase supplies and rent space, etc. (\$13,568)
- Participant support costs for event (about 12-13 attendees from across the state at an average of \$227 each for mileage, lodging, meals) (\$3,000, no indirect)
 - Q-2 \$6,094
- Work toward organization of spring 2019 meeting, prepare content for watershed coordinator training (\$4,012)
- Training activity for the six watershed coordinators. Likely Theme: Core training on built projects and conservation
 practices and their impacts on water quantity and quality, including field site visits. (\$2,082, no indirect)
 - Q-3 \$35,692
- Organize spring 2019 advisory board meeting/public symposium, attend event, prepare minutes and report, rent space, purchase supplies, host guest speaker (stipend and travel), etc. Likely Theme for Public Component: Best Practices in Iowa Agriculture for Decreased Flooding and Improved Water Quality: (\$27,692)
- Participant support costs for event (cover costs for about 35-36 attendees from across the state at an average of \$227 each for mileage, lodging, meals). This includes funds for interested landowners to attend from the participating watersheds. (\$8,000, no indirect)
 - Q-4 \$6,094

- Work toward organization of fall 2019 meeting, prepare content for watershed coordinator training (\$4,012)
- Training activity for the six watershed coordinators. Likely Theme: Continued core training on built projects and conservation practices and their impacts on water quantity and quality, including field site visits. (\$2,082, no indirect)
- Prepare and submit annual progress report

Year 4 (\$65,512):

Q-1 \$16,885

- Organize fall 2019 advisory board meeting, attend event, prepare minutes and report, purchase supplies and rent space (\$13.885)
- Participant support costs for event (about 12-13 attendees from across the state at an average of \$227 each for mileage, lodging, meals) (\$3,000, no indirect)

Q-2 \$6,201

- Work toward organization of spring 2020 meeting, prepare content for watershed coordinator training (\$4,119)
- Training activity for the six watershed coordinators. Likely Theme: Review of progress to date in all watersheds, and
 review of first three communities finished with community resilience programming. (\$2,082, no indirect)

Q-3 \$36,225

- Organize spring 2020 advisory board meeting/public symposium, attend event, prepare minutes and report, rent space, purchase supplies, host guest speaker (stipend and travel). Likely Theme for Public Component: The Benefits and Impact of Iowa Watershed Management Authorities Across Iowa (\$28,225)
- Participant support costs for event (cover costs for about 35-36 attendees from across the state at an average of \$227 each for mileage, lodging, meals). This includes funds for interested landowners to attend from the participating watersheds. (\$8,000, no indirect)

Q-4 \$6,201

- Work toward organization of fall 2020 meeting, prepare content for watershed coordinator training (\$4,119)
- Training activity for the six watershed coordinators. Likely Theme: Understanding and interpretation of field monitoring data. (\$2,082, no indirect)
- Prepare and submit annual progress report

Year 5 (\$66,602):

Q-1 \$17,210

- Organize fall 2020 advisory board meeting, attend event, prepare minutes and report, purchase supplies and rent space (\$14,210)
- Participant support costs for event (about 12-13 attendees from across the state at an average of \$227 each for mileage, lodging, meals) (\$3,000, no indirect)

Q-2 \$6,311

- Work toward organization of spring 2021 meeting, prepare content for watershed coordinator training (\$4,229)
- Training activity for the six watershed coordinators, Likely Theme: Measured success for stream flow reduction and water quality improvements post project construction. (\$2,082, no indirect)

Q-3 \$36,771

- Organize spring 2021 advisory board meeting/public symposium, attend event, prepare minutes and report, rent space, purchase supplies, host guest speaker (stipend and travel). Likely Theme for Public Component: Resiliency of Urban and Rural Watersheds in a Changing Climate. (\$28,771)
- Participant support costs for event (cover costs for about 35-36 attendees from across the state at an average of \$227 each for mileage, lodging, meals). This includes funds for interested landowners to attend from the participating watersheds. (\$8,000, no indirect)

Q-4 \$6,310

 Finalize documentation of all past advisory board meetings and public events and potential final meeting for final recommendations and updates for project final reports. (\$4,228)

- Training activity for the six watershed coordinators. Likely Theme: Past, present and future of the lowa Watershed Approach. (\$2,082, no indirect)
- Prepare and submit annual progress report

ACTIVITY 172-01 lowa Flood Center: Hydrologic Assessment

A hydrologic assessment of each watershed is necessary to understand the hydrology, assess flood and water-quality risks, and evaluate scenarios to maximize results. This step will take place at the full watershed scale in the target watersheds (Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, English River, North Raccoon River, East Nishnabotna, and West Nishnabotna).

Disaster Tie-back: It is a necessary first step in this project as it establishes existing conditions and hydrologic context to support the selection of the type and location of constructed projects in the MID-URN areas.

The tasks below retroactive to January 21, 2106.

Iowa Flood Center: Hydrologic Assessment Deliverables

Deliverable	Expected Quantity
Watershed hydrologic model	8
Watershed meetings (3 per watershed)	24
Watershed hydrologic assessment	8

Year 1 (\$771,521):

Q-1 \$190,334

- Initial watershed meetings with WMAs in: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River (\$10,000). Likely to also include sub-meetings with key agency and NGO partners in the area for initial discussion regarding available data.
- Begin collection of Data for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
 This step includes collection of data related to rainfall, stream flow, topography, soil, and land use. Data to be collected from partner agencies, publications, and other available resources. (\$180,334)

Q-2 \$148,759

 Continue collection of Data for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. This step includes continued collection of data related to topography, soil, and land use. Data to be collected from partner agencies, publications, and other available resources. Data collection also to now include data related to local structures in the watersheds (bridges, culverts, levees) and the state's high-resolution LiDAR data. (\$148,759)

Q-3 \$219,115

- Finalize collection of Data for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
 By now, data should also start to become available from the new hydrologic network. (\$52,457)
- Begin development of HEC-HMS hydrologic models for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$52,458)
- Initial watershed meetings with WMAs in: North Raccoon River, East Nishnabotna, and West Nishnabotna. Likely to also include sub-meetings with key agency and NGO partners in the area for initial discussion regarding available data. (\$6,000)
- Begin collection of Data for: North Raccoon River, East Nishnabotna, and West Nishnabotna. This step includes
 collection of data related to rainfall, stream flow, topography, soil, and land use. Data to be collected from partner
 agencies, publications, and other available resources. (\$108,200)

Q-4 \$213,313

 Continue development of HEC-HMS hydrologic models for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$62,035)

- Continue integration of data from hydrologic network, IFC stream stage sensors, water quality sensors, and other sensors into HEC-HMS hydrologic models for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$62,034)
- Continue collection of Data for: North Raccoon River, East Nishnabotna, and West Nishnabotna. This step includes
 continued collection of data related to topography, soil, and land use. Data to be collected from partner agencies,
 publications, and other available resources. Data collection also to now include data related to local structures in the
 watersheds (bridges, culverts, levees) and the state's high-resolution LiDAR data. (\$89,244)
- · Prepare and submit annual progress report

Year 2 (\$753,479):

Q-1 \$232,437

- Continue development of HEC-HMS hydrologic models for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$139,608)
- Finalize first draft of hydrologic assessments for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$20,000)
- Share first draft of hydrologic assessments with WMAs in: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$10,000)
- Finalize collection of Data for North Raccoon River, East Nishnabotna, and West Nishnabotna. Also includes data from the new hydrologic network. (\$31,474)
- Begin development of HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, andWest Nishnabotna. (\$31,355)

Q-2 \$212,824

- Finalize HEC-HMS hydrologic models for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$118,383)
- Finalize hydrologic assessments for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$10,000)
- Share hydrologic assessments with WMAs in: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. (\$10,000)
- Continue development of HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$37,221)
- Continue integration of data from hydrologic network, IFC stream stage sensors, water quality sensors, and other sensors into HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$37,220)

Q-3 \$159,370

- Continue development of HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$141,370)
- Finalize first draft of hydrologic assessments for: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$12,000)
- Share first draft of hydrologic assessment with WMAs in: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$6,000)

Q-4 \$148,848

- Finalize HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and WestNishnabotna. (\$136,848)
- Finalize hydrologic assessments for: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$6,000)
- Share hydrologic assessments with WMAs in: North Raccoon River, East Nishnabotna, and West Nishnabotna. (\$6,000)
- Prepare and submit annual progress report

ACTIVITY 172-04 Iowa Flood Center: Hydrologic Network

The IFC will deploy a hydrologic network of monitoring stations with rain gauges, soil moisture and temperature probes, and shallow monitoring wells in each target watershed. These sensors support the stream stage sensors and water quality sensors, and will transmit data to the IFC at set intervals (generally every 10–15 minutes). This data will directly support the development of the hydrologic models used to inform the distribution of built projects and to evaluate the success of these practices. The shallow wells and soil moisture probes will, for example, provide data to understand saturation rates under varying hydrologic conditions, which impact whether precipitation infiltrates the substrate or flows as surface runoff. The rain gauges provide research-quality data on local precipitation, which is also used in the models.

The hydrologic network, consisting of about 20 stations, will be primarily developed and deployed in the first year of the project, with modest funds allocated in years 2-5 for sensor maintenance and dataplans (wireless modem to convey data from the sensors to the IFC).

Disaster Tie-back: Deployment of the hydrologic network is a necessary early step in this project asit establishes existing conditions and hydrologic context, provides data to inform and validate models used to help select best locations for built structures, and provides data to monitor the success of constructed projects and conservation practices in the MID-URN areas.

The tasks below retroactive to January 21, 2106.

Iowa Flood Center: Hydrologic Network Deliverables

Deliverable	Expected Quantity
Complete monitoring stations	20
Establish sensor data base	1

Year 1 (\$434,140):

Q-1 \$116,428

- Begin construction of dual tipping-bucket rain gauges and soil moisture and temperature probes for the Upper lowa River (2), Upper Wapsipinicon River (3), Middle Cedar River (4), Clear Creek (2), and English River (2) Watersheds. (Numbers in parentheses represents likely number of units in each watershed.) (\$76,250)
- Select locations and begin deployment of dual-tipping bucket precipitation gauges and soil moisture and temperature probes in the Upper lowa River, Upper Wapsipinicon River, and Middle Cedar River Watersheds. (\$36,778)
- Select contractors for installation of shallow wells in the Upper lowa River and Upper Wapsipinicon River Watersheds. (\$200)
- Purchase all dedicated electronics/computers necessary to support the network and retain network data. (\$3,200)

Q-2 \$152,466

- Finish construction of dual tipping-bucket rain gauges and soil moisture and temperature probes for the Upper lowa,
 Upper Wapsipinicon, Middle Cedar River, Clear Creek, and English River Watersheds. (\$99,125)
- Finish deployment of dual tipping-bucket rain gauges and soil moisture and temperature probes in the Upper Iowa River, Upper Wapsipinicon River, and Middle Cedar River Watersheds. (\$10,000)
- Select locations and begin deployment of dual tipping-bucket rain gauges and soil moisture and temperature probes in the Clear Creek, and English River Watersheds. (\$22,560)
- Install shallow wells in the Upper Iowa River and Upper Wapsipinicon River Watersheds. (\$15,250)
- Establish sensor database and link to visualization platform (\$4,509)
- Maintain sensor dataplans for deployed systems.(\$1,022)

Q-3 \$52,677

- Construct dual tipping-bucket rain gauges and soil moisture and temperature probes for the North Raccoon River (4), East Nishnabotna River (1), and West Nishnabotna River (2) Watersheds. (\$38,132)
- Select contractors for installation of shallow wells in the Middle Cedar River, Clear Creek, English River, North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds. (\$600)

- Select locations and begin deployment of dual tipping-bucket rain gauges and soil moisture and temperature probes in the North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds (as weather permits). (\$12,923)
- Maintain sensor dataplans for deployed systems. (\$1,022)

Q-4 \$112,569

- Install shallow wells in the Middle Cedar River, Clear Creek, English River, North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds. (\$45,750)
- Finish deployment of remaining of dual tipping-bucket rain gauges and soil moisture and temperature probes in the Middle Cedar River, Clear Creek, and English River Watersheds. (\$29,018)
- Deploy all dual tipping-bucket rain gauges and soil moisture and temperature probes in the North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds. (\$36,779)
- Maintain sensor dataplans for deployed systems. (\$1,022)
- Prepare and submit annual progress report

Year 2 (\$24,653):

Q-1 \$11,305

- Monitor performance of hydrologic network and make adjustments as necessary. (\$5,141)
- Train landowners hosting the sensors on maintenance. (\$5,142)
- Maintain sensor dataplans. (\$1,022)

Q-2 \$6,164

- Monitor performance of hydrologic network and make final adjustments as necessary. (\$2,571)
- Finish training landowners hosting the sensors on maintenance. (\$2,571)
- Maintain sensor dataplans. (\$1,022)

Q-3 \$3,594

- Follow-up on any necessary sensor or well maintenance issues. (\$2,572)
- Maintain sensor dataplans. (1,022)

Q-4 \$3,590

- Follow-up on any necessary sensor or well maintenance issues. (\$2,568)
- Maintain sensor dataplans. (\$1,022)
- · Prepare and submit annual progress report

Year 3 (\$9,556):

Q-1 \$2,390

- Follow-up on any necessary sensor or well maintenance issues. (\$1,368)
- Maintain sensor dataplans. (\$1,022)

Q-2 \$2,390

- Follow-up on any necessary sensor or well maintenance issues. (\$1,368)
- Maintain sensor dataplans. (\$1,022)

Q-3 \$2,390

- Follow-up on any necessary sensor or well maintenance issues. (\$1,368)
- Maintain sensor dataplans. (1,022)

Q-4 \$2,386

- Follow-up on any necessary sensor or well maintenance issues. (\$1,364)
- Maintain sensor dataplans. (\$1,022)
- Prepare and submit annual progress report

Year 4 (\$9,685):

Q-1 \$2,422

- Follow-up on any necessary sensor or well maintenance issues. (\$1,400)
- Maintain sensor dataplans. (\$1,022)

- Q-2 \$2,422
- Follow-up on any necessary sensor or well maintenance issues. (\$1,400)
- Maintain sensor dataplans. (\$1,022)
 - Q-3 \$2,422
- Follow-up on any necessary sensor or well maintenance issues. (\$1,400)
- Maintain sensor dataplans. (1,022)
 - Q-4 \$2,419
- Follow-up on any necessary sensor or well maintenance issues. (\$1,397)
- Maintain sensor dataplans. (\$1,022)
- · Prepare and submit annual progress report

Year 5 (\$9,466):

- Q-1 \$2,367
- Follow-up on any necessary sensor or well maintenance issues. (\$1,345)
- Maintain sensor dataplans. (\$1,022)
 - O-2 \$2.367
- Follow-up on any necessary sensor or well maintenance issues. (\$1,345)
- Maintain sensor dataplans. (\$1,022)
 - Q-3 \$2,367
- Follow-up on any necessary sensor or well maintenance issues. (\$1,345)
- Maintain sensor dataplans. (1,022)
 - Q-4 \$2,365
- Follow-up on any necessary sensor or well maintenance issues. (\$1,343)
- Maintain sensor dataplans. (\$1,022)
- · Prepare and submit annual progress report

ACTIVITY 172-06

University of Iowa: Resilience Programming

- Community Resilience Programming will be implemented in tangent with the built projects in the watersheds to help increase resilience to floods. The IWA will partner with communities in the target watersheds to increase resilience by facilitating activities that help them prepare for, respond to, recover from, and adapt to floods. The initial investigation will include individual or group interviews and surveys of selected constituents across the watersheds and especially the most vulnerable populations. The baseline data will guide WMAs as they select initial programming and interventions in the communities. Tailored programming for each watershed/community, may include workshops, focus groups, symposia, or other engagement activities as developed in partnership with the communities.
- Key to this program is the involvement of the UI Center for Evaluation and Assessment (CEA). CEA staff will guide the development of tools to collect baseline resilience data, help to interpret data, and closely monitor and assess the outcomes/impacts of programming and interventions. The IWA team, including CEA, will refine the process annually to better understand changes in community resilience and provide actionable information. The IWA will also work with local groups like the lowa Community Action Association and several regional Community Action Programs to leverage existing capacity-building platforms and networks for flood resiliency programming. The final deliverable for each target watershed is a Flood Resilience Action Plan.
- Resilience Programming activities are scheduled for three years in each target watershed, with activities starting in three target watersheds in project year one (cohort 1), three additional watersheds starting in year 2 (cohort 2), and the last three starting in year 3 (cohort 3).
- Disaster Tie-back: The community resilience programming will directly benefit the MID-URN areas through the development of tailored activities that measure and subsequently improve resilience to flooding in those areas and the completion of a flood resilience action plan to help guide future priorities to increase flood resilience.

I. Table of Proposed Cohorts of Watersheds for IWA Resilience Programming

Cohort 1 (Years 1-3)	Cohort 2 (Years 2-4)	Cohort 3 (Years 3-5)
Clear Creek	Middle Cedar	North Raccoon
Upper Iowa	Upper Wapsipinicon	East Nishnabotna
English River	Dubuque	West Nishnabotna

[IFC is the Iowa Flood Center. CEA is the Center for Evaluation and Assessment.]

University of Iowa: Resilience Programming Deliverables

Deliverable	Expected Quantity	
Attend kick-off meeting	8 (minimum)	
Prepare best practices guide	1	
Complete and present draft flood resilience plans	8	
Complete and present final flood resilience plans	8	
Develop visualization system	1	
Develop cyber-learning system	1	
Develop decision support system	1	
Develop crowd-sourcing mobile app	1	

Attend advisory board meeting	10

Year 1 (\$644,370):

Q-1 \$161,092 [CEA: \$43,125]

- · Cohort 1
 - Plan and complete resilience programming "kick-off" meetings in 3 watersheds [IFC; \$65,000; CEA: \$3,000]
 - Build and/or adapt tools for resilience data collection for each watershed [CEA: \$30,000]
 - Engage CAP and/or local groups to understand their existing programs and consider how to modify those programs to provide flood resilience knowledge/training/assistance based on the current working definition of resilience. (IFC: \$30,000)
 - Observe partner meetings about existing programming [CEA: \$3,125]
- Other evaluation planning and implementation activities [IFC: \$17967; CEA: \$7,000]
- Computers dedicated to this project (IFC: \$5,000)
 Q-2 \$161,092 [CEA: \$43,125]
- Cohort 1
 - Refine the resilience framework, as needed, for each watershed [IFC: \$27,967; CEA: \$17,000]
 - Collect and analyze resilience data [IFC: \$70,000; CEA: \$16,000]
 - Further develop partnerships with promising CAP groups and other local groups. (IFC: \$20,000)
 - Monitor ongoing partner meetings and collaborations [CEA: \$3,125]
- Other evaluation planning and implementation activities [CEA: \$7,000]
 Q-3 \$161,093 [CEA: \$43,125]
- Cohort 1
 - Develop and report preliminary resilience findings to program team and watershed stakeholders [IFC: \$20,000; CEA: \$5,000]
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide. [IFC: \$20,000; CEA: \$10,000)
 - Expand resilience programming, based on stakeholder feedback and data. (IFC: \$25,000)
 - Evaluate data collection tools developed to measure the effectiveness of the resilience program (short-term measures). Formative evaluation activities aligned with training and programming [IFC: \$14,595; CEA: \$20,000]
- CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$35,373)
- Advisory board meeting [IFC: \$3,000; CEA: \$1,000]
- Other evaluation planning and implementation activities [CEA: \$7,125]
 Q-4 \$161,093 [CEA: \$43,125]
- Cohort 1
 - Further develop and report preliminary resilience findings to WMA team and watershed stakeholders [IFC: \$20,000; CEA: \$1,000]
 - Further develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide. [IFC: \$20,000; CEA: \$10,000]
 - Evaluate and assess data collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming [IFC: \$5,000; CEA: \$20,000]
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds. (IFC: \$20,000)
 - o CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$35,373)
- Make initial contacts with Watershed Cohort #2 [IFC: \$6,000; CEA: \$1,000]
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative evaluation data to date along with resilience findings. [IFC: \$11,595; CEA: \$5,000]
- Other evaluation planning and implementation activities [CEA: \$6,125]

Year 2 (\$732,924):

Q-1: \$183,231 [CEA: \$43,526]

- Cohort 1
 - Expand resilience programming, based on stakeholder feedback and data. (IFC: \$20,000)
 - Develop the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$22,500; CEA: \$10,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$5,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$21,005)
- Cohort 2
 - Plan and complete resilience programming "kick-off" meetings in 3 watersheds [IFC: \$25,000; CEA: \$3,000]
 - Build and/or adapt tools for resilience data collection for each watershed [IFC: \$16,469; CEA: \$15,000]
 - Engage CAP and/or local groups to understand their existing programs and consider how to modify those programs to provide flood resilience knowledge/training/assistance based on the current working definition of resilience. (IFC: \$5,000)
 - Observe partner meetings about existing programming [CEA: \$3,000]
- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment IFC: \$19,731)
- Develop interactive cyber-learning systems to support resilience awareness and communication (IFC: \$10,000)
- Other evaluation planning and implementation activities [CEA: \$7,026]
 Q-2: \$183,231[CEA: \$43,527]
- Cohort 1
 - Complete the first draft of the IWA Flood Resilience Plan for each watershed [IFC; \$25,000; CEA; \$5,000]
 - Testing and refinement of informatics systems with community feedback (WMA, general public, etc.)(IFC: \$10,000)
 - Formative evaluation activities aligned with training and programming [CEA: \$4,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$21,006)
- Cohort 2
 - Refine the resilience framework, as needed, for each watershed [IFC: \$16,467; CEA: \$10,000]
 - Collect and analyze resilience data [IFC: \$37,500; CEA: \$16,000]
 - Further develop partnerships with promising CAP groups and other local groups. (IFC: \$10,000)
 - Monitor ongoing partner meetings and collaborations [CEA: \$3,000]
- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment (IFC: \$10,000)
- Develop interactive cyber-learning systems to support resilience awareness and communication (IFC: \$9,731)
- Other evaluation planning and implementation activities [CEA: \$5,027]
 Q-3: \$183,231[CEA: \$43,527]
- Cohort 1
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$20,000; CEA: \$5,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$3,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$21,005)
- Cohort 2
 - Develop and report preliminary resilience findings to program team and watershed stakeholders [IFC: \$20,692; CEA: \$5,000]
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide. [IFC: \$15,000; CEA: \$7,000]
 - Expand resilience programming, based on stakeholder feedback and data. (IFC: \$10,000)
 - Evaluation and assessment of data collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming [IFC: \$5,000; CEA: \$15,000]
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds. (IFC: \$10,000)
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$28,007)

- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment (IFC: \$5,000)
- Develop interactive cyber-learning systems to support resilience awareness and communication (IFC: \$5,000)
- Advisory board meeting [CEA: \$1000]
- Other evaluation planning and implementation activities [CEA: \$7,027]
 Q-4: \$183,231[CEA: \$43,527]
- Cohort 1
 - Refine the IWA Flood Resilience Plan for each watershed [IFC: \$15,000; CEA: \$5,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$1,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$21,006)
- Cohort 2
 - Develop and report preliminary resilience findings to program team and watershed stakeholders [IFC: \$15,000; CEA: \$1,000]
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide. [IFC: \$15,000; CEA: \$7,000]
 - Evaluate and assess collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming [IFC: \$10,000; CEA: \$15,000]
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds. (IFC: \$5,000)
 - Formative evaluation activities aligned with training and programming [CEA: \$1000]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$28,008)
- Make initial contacts with Watershed Cohort #3 [IFC: \$5,000; CEA: \$1,000]
- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment (IFC: \$5,000)
- Develop interactive cyber-learning systems to support resilience awareness and communication (IFC: \$5,000)
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative
 evaluation data to date along with resilience findings. [IFC: \$15,690; CEA: \$5,000]
- Other evaluation planning and implementation activities [CEA: \$7,027]

Year 3 (\$812,300):

Q-1: \$203,075 [CEA: \$45,824]

- Cohort 1
 - Deliver the IWA Flood Resilience Plan for each watershed [IFC: \$30,000; CEA: \$3,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$1,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$35,407)
- · Cohort 2
 - Expand resilience programming, based on stakeholder feedback and data. (IFC: \$20,000)
 - Develop the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$20,000; CEA: \$7,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$5,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$11,802)
- · Cohort 3
 - Plan and complete resilience programming "kick-off" meetings in 3 watersheds [IFC: \$10,000; CEA: \$3,000]
 - Build and/or adapt tools for resilience data collection for each watershed [IFC: \$10,000; CEA: \$14,824]
 - Engage CAP and/or local groups to understand their existing programs and consider how to modify those programs to provide flood resilience knowledge/training/assistance based on the current working definition of resilience, (IFC: \$7,967)
 - Observe partner meetings about existing programming [CEA: \$3,000]
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public (IFC: \$12,075)
- Other evaluation planning and implementation activities [CEA: \$8,000]
 Q-2: \$203,075 [CEA: \$45,825]
- Cohort 1

- o Provide support/promotion to watersheds regarding the resilience plan (IFC: \$20,000)
- Formative evaluation activities aligned with training and programming [CEA: \$5,500]
- CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$35,407)

Cohort 2

- Complete the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$20,000; CEA: \$5,000]
- Testing and refinement of cyber systems with community feedback (WMA, general public, etc.) (IFC: \$10,000)
- Formative evaluation activities aligned with training and programming [CEA: \$4,500]
- CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$11,803)

Cohort 3

- Refine the resilience framework, as needed, for each watershed [IFC: \$12,965; CEA: \$7,000]
- Collect and analyze resilience data [IFC: \$30,000; CEA: \$15,825]
- Further develop partnerships with promising CAP groups and other local groups. (IFC: \$10,000)
 - Monitor ongoing partner meetings and collaborations [CEA: \$3,000]
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public (IFC: \$7,075)
- Other evaluation planning and implementation activities [CEA: \$5,000]
 Q-3: \$203,075[CEA: \$45,825]
- Cohort 1
 - Collect impact data aligned to resilience data collection procedures and programming [CEA: \$8,500]
- Cohort 2
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$20,000; CEA: \$3,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$3,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$11,802)
- Cohort 3
 - Develop and report preliminary resilience findings to program team and watershed stakeholders [IFC: \$15,000; CEA: \$5,000]
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide. [IFC: \$15,000; CEA: \$7,000]
 - Expand resilience programming, based on stakeholder feedback and data. (IFC: \$18,313)
 - Evaluate and assess collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming [IFC: \$10,000; CEA: \$15,000]
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds. (IFC: \$10,000)
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$47,210)
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public (IFC: \$5,000)
- Advisory board meeting [IFC: 4,750; CEA: \$1000]
- Other evaluation planning and implementation activities [CEA: \$3,000]
 Q-4: \$203,075[CEA: \$45,825]
- Cohort 1
 - Reports of programs and findings in each community [IFC: \$19,000; CEA: \$3,000]
- · Cohort 2
 - o Refine the IWA Flood Resilience Plan for each watershed [IFC: \$12,331; CEA: \$5,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$3,000]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$11,803)
- Cohort 3
 - Develop and report preliminary resilience findings to program team and watershed stakeholders [IFC: \$15,000; CEA: \$2,000]
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide. [IFC: \$15,000; CEA: \$7,000]

- Evaluate and assess collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming [IFC: \$8,330; CEA: \$15,000]
- Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds. (IFC: \$10,000)
- CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$47,210)
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public (IFC: \$10,000)
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative
 evaluation data to date along with resilience findings. [IFC: \$8,576; CEA: \$5,825]
- Other evaluation planning and implementation activities [CEA: \$5,000]

Year 4 (\$705,756):

Q-1: \$176,439 [CEA: \$45,449]

- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$10,990; CEA: \$10,000]
- Cohort 2
 - Deliver the IWA Flood Resilience Plan for each watershed [IFC: \$15,000; CEA: \$3,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$3,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$23,844)
- · Cohort 3
 - Expand resilience programming, based on stakeholder feedback and data. (IFC; \$17,311)
 - Develop the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$25,000; CEA: \$10,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$5,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$23,845)
- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners (IFC: \$15,000)
- Other evaluation planning and implementation activities [CEA: \$13,449]
 Q-2: \$176,439 [CEA: \$45,449]
- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$13,301; CEA: \$15,000]
- Cohort 2
 - o Provide support/promotion to watersheds regarding the resilience plan (IFC: \$25,000)
 - Formative evaluation activities aligned with training and programming [CEA: \$5,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$23,844)
- Cohort 3
 - Complete the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$25,000; CEA: \$5,000]
 - Testing and refinement of cyber systems with community feedback (WMA, general public, etc.) (IFC: \$10,000)
 - Formative evaluation activities aligned with training and programming [CEA: \$5,000]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$23,845)
- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners (IFC: \$10,000)
- Other evaluation planning and implementation activities [CEA: \$14,949]
 Q-3: \$176,439 [CEA: \$45,449]
- · Cohort 1
 - Resilience progress and plan follow-up [IFC: \$12,146; CEA: \$15,000]
- · Cohort 2
 - Collect impact data aligned to resilience data collection procedures and programming [IFC: \$20,000; CEA: \$14,000]
- Cohort 3
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$35,000; CEA: \$5,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$3,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$23.844)

- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners (IFC: \$10,000)
- Advisory board meeting [IFC: \$5,000; CEA: \$1000]
- Other evaluation planning and implementation activities [CEA: \$6,949]
- Development of a transferrable "best practices" guide (IFC: \$25,000)
 Q-4: \$176,439 ICEA: \$45,450]
- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$16,155; CEA: \$15,000]
- Cohort 2
 - Reports of programs and findings in each community [IFC: \$20,000; CEA:\$10,000]
- Cohort 3
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed [IFC: \$20,000; CEA: \$5,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$3,500]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$23,845)
- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners (IFC: \$10,000)
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative
 evaluation data to date along with resilience findings. [IFC: \$15,000; CEA: \$5,000]
- Other evaluation planning and implementation activities [CEA: \$6950]
- Development of a transferrable "best practices" guide (IFC: \$25,989)

Year 5 (\$694,163):

Q-1: \$162,792 [CEA: \$46,684]

- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$8,000; CEA: \$10,000]
- · Cohort 2
 - Resilience progress and plan follow-up [IFC \$8,000; CEA: \$10,000]
- Cohort 3
 - Deliver the IWA Flood Resilience Plan for each watershed [IFC: \$30,000; CEA: \$3,000]
 - Formative evaluation activities aligned with training and programming [CEA: \$5,000]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$36,754)
- Begin creating end of grant deliverables [IFC: \$15,000; CEA: \$5,000]
- Other evaluation planning and implementation activities [CEA: \$13,684]
- Development of a transferrable "best practices" guide (IFC: \$18,354)
 Q-2: \$162,792 [CEA: \$46,684]
- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$8,000; CEA: \$10,000]
- Cohort 2
 - Resilience progress and plan follow-up [IFC: \$8,000: CEA: \$10,000]
- Cohort 3
 - Provide support/promotion to watersheds regarding the resilience plan (IFC: \$30,000)
 - Formative evaluation activities aligned with training and programming [CEA: \$5,000]
 - CAP and/or local group(s) subcontracts for resilience programming assistance (IFC: \$36,755)
- Continue developing end of grant deliverables [IFC: \$15,000; CEA: \$8,500]
- Other evaluation planning and implementation activities ICEA: \$13.1841
- Development of a transferrable "best practices" guide (IFC: \$18,353)
 Q-3: \$162,791 [CEA: \$46,684]
- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$8,000; CEA: \$10,000]
- Cohort 2
 - Resilience progress and plan follow-up [IFC: \$8,000; CEA: \$10,000]
- Cohort 3

- Collect impact data aligned to resilience data collection procedures and programming ([IFC: \$25,000; CEA: \$10,000]
- Advisory board meeting [IFC: 7,500; CEA: \$1000]
- Continue developing end of grant deliverables [IFC: \$20,000; CEA: \$8,500]
- Other evaluation planning and implementation activities [CEA: \$7,184]
- Development of a transferrable "best practices" guide (IFC: \$47,607)

Q-4: \$205,788 [CEA: \$132,685]

- Cohort 1
 - Resilience progress and plan follow-up [IFC: \$8,000; CEA: \$10,000]
- Cohort 2
 - Resilience progress and plan follow-up [IFC: \$8,000; CEA: \$10,000]
- · Cohort 3
 - Reports of programs and findings in each community [IFC: \$20,000; CEA: \$5,000]
- Continue developing end of grant deliverables [IFC: \$20,000; CEA: \$11,500]
- Other evaluation planning and implementation activities [CEA: \$10,185]
- Development of a transferrable "best practices" guide (IFC: \$60,103)
- Provide a guide to resilience evaluation based on experiences in all nine communities. [CEA: \$30,000]
- Compile, edit, complete and submit end of grant report to IEDA and IFC summarizing activities and findings. [CEA: \$13,000]
- Provide a guide to resilience evaluation based on experiences in all nine communities. [CEA: \$30,000]
- Compile, edit, complete and submit end of grant report to IEDA, IFC and HUD summarizing activities and findings. [CEA: \$13,000]

ACTIVITY 172-02 CEA: Evaluation and Assessment

The University of Iowa Center for Evaluation and Assessment (CEA) will conduct a comprehensive formative and summative evaluation of the IWA for programmatic improvement and to document outcomes. CEA provides third-party evaluation, assessment, and other services. (Since 1992, CEA has successfully completed more than 150 evaluations for many clients and sponsors, including FIPSE, NSF, NIH, NIMH, the U.S. Department of Education, and others.)

The CEA is an integral partner in the implementation of the lowa Watershed Approach. CEA staff will attend many of the IWA programs, meetings, workshops, and other events to monitor stakeholder involvement in project planning and execution and to assess partnerships and interactions, programmatic effectiveness, and outcomes. Their evaluation will include observations by professional staff and graduate students and the development and use of a variety of assessment tools/surveys.

Disaster Tie-back: The CEA will provide feedback and survey results to the team and to IEDA on a regular basis. Their activities tie back to the MID-URN areas as their feedback will directly inform programmatic improvements to help maximize programmatic impact in those areas.

CEA: Evaluation and Assessment Deliverables

Deliverable	Expected Quantity
Prepare program wide evaluation plan	1
Report needs assessment findings	1
Submit Formative Report to Dubuque Healthy Homes	4
Submit Final Report to Dubuque Healthy Homes	1
Complete final evaluation guide	1

Year 1 (\$88,000)

Year 1 Q1 [Approximately \$24,000]

- Attend, monitor, document watershed kick-off events at all eight watersheds and Dubuque; engage stakeholders in evaluation work [\$6000]
- · Conduct surveys of all kick-off event participants (part of needs assessment) [\$5700]
- Monitor and document: [\$6000]
 - formation of Watershed Management Authorities (WMAs) for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna) [see IWA project timetable for WMA formation, creation of watershed, implementation, and project design]
 - other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Collaborate with Dubuque Healthy Homes to design evaluation plan for Healthy Homes Advocate and other evaluation work as designated [\$2000]
- · Begin interviews with watershed leadership (part of needs assessment) [\$2000]
- Other formative evaluation activities as necessary [\$1000]
- [Purchase of laptop for offsite work] [\$1300]
 Year 1 Q2 [Approximately \$22,000]
- Support WMAs in logic model development [\$2000]
- Continue to monitor and document: [\$6000]

- formation of WMA for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna)
- other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Develop Dubuque Healthy Homes evaluation plan with input from IIHR and Dubuque stakeholders [\$2000]
- Develop program-wide evaluation plan with input from IIHR and other stakeholders [\$3000]
- Continue interviews with watershed leadership (including but not limited to watershed coordinator) (part of needs assessment) [\$3000]
- Analyze kick-off surveys and interviews [\$5000]
- Other formative evaluation activities as necessary [\$1000]
 Year 1 Q3 [Approximately \$21,000]
- Support WMAs in logic model development [\$2000]
- Continue to monitor and document: [\$4000]
 - formation of WMA for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna)
 - Other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events. [\$2000]
- Conduct initial assessment of watershed visualization platform, including ease-of-use and relevance and usability of data. [\$2000]
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Analyze kick-off surveys and interviews [\$5000]
- · Other formative evaluation activities as necessary [\$1000]
- Finalize program wide evaluation plan with input from IIHR and other stakeholders [\$3000]

Year 1 Q4 [Approximately \$21,000]

- Continue to monitor and document: [\$6000]
 - formation of WMA for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna)
 - data collection and ongoing development of hydrologic assessment in new watersheds (North Raccoon, East Nishnabotna, and West Nishnabotna River watersheds)
 - other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Monitor and document initial process for implementation of site selection in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds [\$2000]
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Other formative evaluation activities as necessary [\$1000]
- Formative report to Dubuque Healthy Homes [\$1000]
- Report needs assessment findings to WMAs and other stakeholders [\$4000]
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date [\$5000]

Year 2 (\$88,000)

Year 2 Q1 [Approximately \$22,000]

- Continue to monitor and document: [\$7000]
 - implementation site selection in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Monitor project design in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds [\$7000]
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$6000]
 - Year 2 Q2 [Approximately \$22,000]
- Continue to monitor and document: [\$13000]
 - o formation of watershed plans in all watersheds
 - implementation site selection in all watersheds
 - project design in Upper lowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds

- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$7000]

Year 2 Q3 [Approximately \$22,000]

- Continue to monitor and document: [\$14000]
 - formation of watershed plans in all watersheds
 - o implementation site selection in all watersheds
 - project design in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events. (\$1,500)
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$4,5000]

Year 2 Q4 [Approximately \$22,000]

- Continue to monitor and document: [\$5000]
 - formation of watershed plans in N. Raccoon, E. and W. Nishnabotna watersheds
 - o implementation site selection in all watersheds
 - project design in all watersheds
- Monitor project construction and implementation in Upper lowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds [\$5000]
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$6000]
- Formative report to Dubuque Healthy Homes [\$1000]
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date [\$3000]

Year 3 (\$90,000)

Year 3 Q1 [Approximately \$22,500]

- Continue to monitor and document [\$13500]
 - o formation of watershed plans in N. Raccoon, E. and W. Nishnabotna watersheds
 - o implementation site selection in all watersheds
 - o project design in all watersheds
 - project construction and implementation in Upper lowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$7000]

Year 3 Q2 [Approximately \$22,500]

- Continue to monitor and document: [\$12500]
 - o implementation site selection N. Raccoon, E. and W. Nishnabotna watersheds
 - o project design in all watersheds
 - o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$8000]

Year 3 Q3 [Approximately \$22,500]

- Continue to monitor and document: [\$12500]
 - o implementation site selection in N. Raccoon, E., and W. Nishnabotna watersheds
 - o project design in all watersheds
 - project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events. (\$1,500)
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$6500]

Year 3 Q4 [Approximately \$22,500]

Continue to monitor and document: [\$8500]

- o project design in all watersheds
- o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$6000]
- Formative report to Dubuque Healthy Homes [\$1000]
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date [\$5000]

Year 4 (\$93,000)

Year 4 Q1 [Approximately \$23,000]

- Continue to monitor and document: [\$13000]
 - o project design in N. Raccoon, E., and W. Nishnabotna watersheds
 - o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$8000]

Year 4 Q2 [Approximately \$23,000]

- Continue to monitor and document: [\$13000]
 - o project design in N. Raccoon, E., and W. Nishnabotna watersheds
 - o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$8000]

Year 4 Q3 [Approximately \$23,000]

- Continue to monitor and document: [\$13000]
 - o project design in N. Raccoon, E., and W. Nishnabotna watersheds
 - o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events. (\$1,500)
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$6500]

Year 4 Q4 [Approximately \$24,000]

- Continue to monitor and document: [\$8000]
 - o project construction and implementation in N. Raccoon, E., and W. Nishnabotna watersheds
- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$8000]
- Formative report to Dubuque Healthy Homes [\$1000]
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date [\$5000]

Year 5 (\$123,863.20)

Year 5 Q1 [Approximately \$23,500]

- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$21500]

Year 5 Q2 [Approximately \$23,500]

- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$21500]

Year 5 Q3 [Approximately \$23,500]

- Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events. (\$1,500)

- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$20000]
 Year 5 Q4 [Approximately \$53,363]
 - Conduct Dubuque Healthy Homes evaluation activities [\$2000]
- Design final survey [\$3000]
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes] [\$13500]
- Formative report to Dubuque Healthy Homes [\$1000]
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date [\$5000]
- Final report to Dubuque Healthy Homes [\$2500]
- Analyze data and write final evaluation report [\$15000]
- Produce final evaluation guide [\$11,363]

ACTIVITY 172-05 Pre-Agreement Expenses

Pre-Agreement expenses related to project development are eligible for reimbursement at the onset of the project.

Year 1 (\$62,000):

ACTIVITY 311 Outcome Value (OV)/Performance Metric Reporting

The IFC will report on Outcome Values associated with the economic, environmental, social, and resiliency goals of the project.

Iowa Flood Center: Outcome Value Deliverables

Deliverable	Projection	
% reduction in flow rate (cubic feet of water per second	17	
% reduction in watershed nitrate loading	15	
% reduction in watershed phosphorous loading	12	
# of water management/flood plans completed (flood resiliency action plans)	8	
Annual reporting on Outcome Value accomplishments through iowagrants.gov	5	

ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.1 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may only be amended through written prior approval of the Authority through IowaGrants.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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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.

2.1 AUDIT REQUIREMENTS.

- (a) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT.</u> 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.1 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.1 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) RIGHTS IN PRODUCTS. For the purposes of Article 9.1(b), "Work Products" shall mean all of the following: watershed hydrological assessment reports, the content and reports produced for the WMA Advisory Board and watershed coordinator training, the data from the hydrologic network, and the resilience programming content. IEDA shall own all Work Products produced under this Contract. University shall give IEDA all assistance reasonably requested by IEDA to perfect IEDA's ownership of all Work Products delivered under this Contract, including the execution and delivery of documents assigning title to IEDA Work Products delivered under this Contract. All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Products delivered to IEDA under this Contract shall be the property of IEDA. IEDA shall grant University a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the Work Products produced under this Contract for the purposes of complying with this Contract, for University's own non-commercial research and educational purposes, or any relevant provision of state or federal law. University retains all right, title and interest in and to all raw data used in development of the Work Product, and such raw data shall not be owned by IEDA, University also retains all right, title and interest in and to any methodology, models, concepts or technology that may have resulted from the project but were not part of the deliverables to IEDA in the final Work Products.
 - (c) <u>RETURN OF FUNDS</u>. 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, to the extent permitted by law.
- 11.0 <u>INDEMNIFICATION</u>. University agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act (Iowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of University or its employees acting within the scope of their employment.

12.1 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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 in 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 ensurethat 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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 undergrants, 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 underany 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- (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 lowa may take further action, imposing other sanctions and invoking additional remedies as provided by the lowa Civil Rights Act of 1965 (Chapter 216, Code of lowa) 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 <u>POLITICAL ACTIVITY</u>. 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).
- 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.

lowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Contract

Recipient:

University of Iowa

Contract Number:

13-NDRP-013

Contract Amendment Number:

1

Amendment Effective Date:

June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and University of Iowa ("Recipient") is amended as of the date shown above as follows:

- AMEND Article 10.1 DOCUMENTS INCORPORATED BY REFERENCE. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "Program Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."

"(f) Attachment D, "Program Guidelines."

- 2. AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "Program Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."

"(g) Attachment D, "Program Guidelines."

3. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

- AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:
 - "18.0 PROCUREMENT. For purposes of this agreement lowa State University (ISU), University of Iowa (UI), and University of Northern lowa (UNI) are considered state agencies and are governed by the Board of Regents, State of Iowa. Purchasing authority is delegated from the Board of Regents through the Universities in accordance with the statutes and administrative rules of the State of Iowa and the procedures of the Board of Regents. All University purchases are made in accordance with University Policy, regardless of source of funds per 2 CFR 200.317 procurements by states.

48-0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph and revising the program of work as follows:

"The following "Program Description" is incorporated into the recipient's lewaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lewaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the lowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager. The program quidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of lowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

University of Iowa Program Description

The scope of work consists of six activities: Iowa Flood Center: Advisory Board Meetings, Watershed Coordinator Training; Iowa Flood Center: Hydrologic Assessment; Iowa Flood Center: Hydrologic Network; University of Iowa: Resilience Programming; Evaluation and Program Model; and Pre- Agreement Expenses.

ACTIVITY 172-03

Iowa Flood Center: Advisory Board Meetings, Watershed Coordinator Training

A statewide WMA Advisory Board will be formed with at least one advisor from each WMA and representative(s) from Dubuque Bee Branch Creek. Collaborators will represent a wide range of expertise. The board will: review progress; strategize common challenges; make implementation recommendations; discuss long-term solutions for statewide flood peak reduction and water-quality improvements; and share resilience programming strategies and successes. The board will meet bi-annually.

lowa Flood Center staff also will work with project coordinators to orient them to the IWA program, assist with landowner meetings and outreach events, and help identify and organize training needs. Working in coordination with other IWA key partners, the trainings will be held twice each year. Training activities may be one-on-one, sometimes in coordination with the WMA meetings in their respective watersheds.

IFC staff will work to optimize productive events and meetings in each of the watersheds each quarter to ensure efficient use of time, energy, and resources. A programmatic website will be used for sharing of information and key dates between stakeholders, partners, watershed coordinators, advisory board members, and others.

The advisory board meetings will be used to monitor progress across the watersheds and resolve issues. Bringing together key agency staff, stakeholders from the target watersheds, and landowners who are building structures or implementing conservation practices in the MID-URN areas allows opportunities for sharing information and talking through common challenges. The watershed coordinator training will improve their ability to support the activities directly impacting the MID-URN areas. Regular meetings in each watershed and a programmatic website will help to optimize overall IWA project coordination.

Disaster Tie-back: The watershed coordinator training events will improve their ability to support the activities directly impacting the MID-URN areas.

The tasks below retroactive to January 21, 2106.

lowa Flood Center: Advisory Board Meeting Deliverable	Expected Quantity
Prepare and conduct advisory board meeting	10
Conduct watershed coordinator training activity	10
Submit quarterly contract-wide progress reports	20

Year 1 (\$65,149) Oct '16 - Sept '17

Q-1 \$3,843

 Begin organization of January 2017 advisory board meeting and participate in initial partner outreach and communication coordination meetings.

Q-2 \$6,328

- Organize January 2017 advisory board meeting, attend event, prepare presentation, purchase supplies and rent space, etc.
- Participant support costs for event participants.

Q-3 \$31,062

 Begin organization of summer 2018 meeting, and help to plan and coordinate summer public events with partners. Prepare content for watershed coordinator trainings, continue training activities with watershed coordinators as needed, Work with designer on IWA programmatic website (includes web designer contract).

Q-4 \$23,916

- Organize and host summer 2018 advisory board meeting, attend events, prepare presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: IWA programmatic overview of the community resilience program and training on community resilience. Continued works on (new) website content.

Year 2 (\$63,289) Oct '17-Sept '18

Q-1 \$13,422

- Begin organization of winter 2018 meeting and events with partners.
- Prepare content for watershed coordinator training, continue training activities with watershed coordinators, update web content.

Q-2 \$18,223

- Organize and host early 2018 advisory board meeting and public event(s), attend events, prepare
 presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- · Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: Progress on WMA formation, tutorial on the Iowa Flood Information System and the Iowa Water Quality Information System.

Q-3 \$13,421

- Begin organization of summer 2018 meeting, and help to plan and coordinate summer public events with partners.
- Prepare content for watershed coordinator trainings, continue training activities with watershed coordinators as needed, update web content.

Q-4 \$18,223

- Organize and host summer 2018 advisory board meeting, attend events, prepare presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: Interpretation of hydrologic assessments and review of hydrologic modeling platforms.

Year 3 (\$64,448): Oct '18-Sept '19

Q-1 \$13,711

- Begin organization of winter 2019 meeting and events with partners.
- Prepare content for watershed coordinator training, continue training activities with watershed coordinators, update web content.

Q-2 \$18,512

- Organize and host early 2019 advisory board meeting and public event(s), attend events, prepare
 presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- · Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: Core training on built projects and conservation practices and their impacts on water quantity and quality, including field site visits.

Q-3 \$13,713

- Begin organization of summer 2019 meeting, and help to plan and coordinate summer public events with partners.
- Prepare content for watershed coordinator trainings, continue training activities with watershed coordinators as needed, update web content.

Q-4 \$18,512

Organize and host summer 2019 advisory board meeting, attend events, prepare presentation materials,

- purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: Continued core training on built projects and conservation practices and their impacts on water quantity and quality, including field site visits.

Year 4 (\$65,512): Oct '19-Sept '20

Q-1 \$13,977

- Begin organization of winter 2020 meeting and events with partners.
- Prepare content for watershed coordinator training, continue training activities with watershed coordinators, update web content.

Q-2 \$18,779

- Organize and host early 2020 advisory board meeting and public event(s), attend events, prepare
 presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: Review of progress to date in all watersheds, and review of first three communities finished with community resilience programming.

Q-3 \$13,978

- Begin organization of summer 2020 meeting, and help to plan and coordinate summer public events with partners.
- Prepare content for watershed coordinator trainings, continue training activities with watershed coordinators as needed, update web content.

Q-4 \$18,778

- Organize and host summer 2020 advisory board meeting, attend events, prepare presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: The Benefits and Impact of Iowa Watershed Management Authorities Across Iowa.

Year 5 (\$66,602): Oct '20-Sept '21

Q-1 \$14,250

- Begin organization of winter 2021 meeting and events with partners.
- Prepare content for watershed coordinator training, continue training activities with watershed coordinators, update web content.

Q-2 \$19.051

- Organize and host early 2021 advisory board meeting and public event(s), attend events, prepare
 presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Training activities for the six watershed coordinators. Potential topic for public event and/or watershed coordinator training: Measured success for stream flow reduction and water quality improvements post project construction.

Q-3 \$14,250

- Begin organization of summer 2021 meeting, and help to plan and coordinate summer public events with partners.
- Continue training activities with watershed coordinators as needed, update web content.

Q-4 \$19,051

- Organize and host summer 2021 advisory board meeting, attend events, prepare presentation materials, purchase supplies and rent space, meals for non-travelers, etc.
- Participant support costs for event (attendees from across the state).
- Finalize documentation of all past advisory board meetings and public events and potential final meeting for final recommendations and updates for project final reports.

ACTIVITY 172-01 Iowa Flood Center: Hydrologic Assessment

A hydrologic assessment of each watershed is necessary to understand the hydrology, assess flood and waterquality risks, and evaluate scenarios to maximize results. This step will take place at the full watershed scale in the target watersheds (Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, English River, North Raccoon River, East Nishnabotna, and West Nishnabotna).

Disaster Tie-back: It is a necessary first step in this project as it establishes existing conditions and hydrologic context to support the selection of the type and location of constructed projects in the MID-URN areas.

The tasks below retroactive to January 21, 2106.

Deliverable	Expected Quantity	
Watershed hydrologic model	8	
Watershed meetings (3 per watershed)	24	
Watershed hydrologic assessment	8	

Year 1 (\$771,521):

Q-1 \$190,334

- Initial watershed meetings with WMAs in: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. Likely to also include sub-meetings with key agency and NGO partners in the area for initial discussion regarding available data.
- Begin collection of Data for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. This step includes collection of data related to rainfall, stream flow, topography, soil, and land use. Data to be collected from partner agencies, publications, and other available resources.

Q-2 \$148,759

Continue collection of Data for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and
English River. This step includes continued collection of data related to topography, soil, and land use. Data to
be collected from partner agencies, publications, and other available resources. Data collection also to now
include data related to local structures in the watersheds (bridges, culverts, levees) and the state's highresolution LiDAR data.

Q-3 \$219,115

- Finalize collection of Data for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River. By now, data should also start to become available from the new hydrologic network.
- Begin development of HEC-HMS hydrologic models for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
- Initial watershed meetings with WMAs in: North Raccoon River, East Nishnabotna, and West Nishnabotna.
 Likely to also include sub-meetings with key agency and NGO partners in the area for initial discussion regarding available data.
- Begin collection of Data for: North Raccoon River, East Nishnabotna, and West Nishnabotna. This step
 includes collection of data related to rainfall, stream flow, topography, soil, and land use. Data to be collected
 from partner agencies, publications, and other available resources.

Q-4 \$213,313

 Continue development of HEC-HMS hydrologic models for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.

Year 2 (\$753,479):

Q-1 \$232,437

Continue development of HEC-HMS hydrologic models for: Upper lowa River, Upper Wapsipinicon, Middle

- Cedar, Clear Creek, and English River.
- Finalize first draft of hydrologic assessments for: Upper Iowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
- Share first draft of hydrologic assessments with WMAs in: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
- Finalize collection of Data for North Raccoon River, East Nishnabotna, and West Nishnabotna. Also includes data from the new hydrologic network.
- Begin development of HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna.

Q-2 \$212,824

- Finalize HEC-HMS hydrologic models for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
- Finalize hydrologic assessments for: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
- Share hydrologic assessments with WMAs in: Upper lowa River, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River.
- Continue development of HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna.
- Continue integration of data from hydrologic network, IFC stream stage sensors, water quality sensors, and other sensors into HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna.

Q-3 \$159,370

- Continue development of HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna.
- Finalize first draft of hydrologic assessments for; North Raccoon River, East Nishnabotna, and West Nishnabotna.
- Share first draft of hydrologic assessment with WMAs in: North Raccoon River, East Nishnabotna, and West Nishnabotna.

Q-4 \$148,848

- Finalize HEC-HMS hydrologic models for: North Raccoon River, East Nishnabotna, and West Nishnabotna.
- Finalize hydrologic assessments for: North Raccoon River, East Nishnabotna, and West Nishnabotna.
- Share hydrologic assessments with WMAs in: North Raccoon River, East Nishnabotna, and West Nishnabotna.
- · Prepare and submit annual progress report

ACTIVITY 172-04 Iowa Flood Center: Hydrologic Network

The IFC will deploy a hydrologic network of monitoring stations with rain gauges, soil moisture and temperature probes, and shallow monitoring wells in each target watershed. These sensors support the stream stage sensors and water quality sensors, and will transmit data to the IFC at set intervals (generally every 10–15 minutes). This data will directly support the development of the hydrologic models used to inform the distribution of built projects and to evaluate the success of these practices. The shallow wells and soil moisture probes will, for example, provide data to understand saturation rates under varying hydrologic conditions, which impact whether precipitation infiltrates the substrate or flows as surface runoff. The rain gauges provide research-quality data on local precipitation, which is also used in the models.

The hydrologic network, consisting of about 20 stations, will be primarily developed and deployed in the first year of the project, with modest funds allocated in years 2-5 for sensor maintenance and dataplans (wireless modem to convey data from the sensors to the IFC).

Disaster Tie-back: Deployment of the hydrologic network is a necessary early step in this project as it establishes existing conditions and hydrologic context, provides data to inform and validate models used to help select best locations for built structures, and provides data to monitor the success of constructed projects and conservation practices in the MID-URN areas.

The tasks below retroactive to January 21, 2106.

Iowa Flood Center: Hydrologic Network Deliverables

Deliverable	Expected Quantity	
Complete monitoring stations	20	
Establish sensor data base	1	

Year 1 (\$434,140):

Q-1 \$116,428

- Begin construction of dual tipping-bucket rain gauges and soil moisture and temperature probes for the Upper lowa River (2), Upper Wapsipinicon River (3), Middle Cedar River (4), Clear Creek (2), and English River (2) Watersheds. (Numbers in parentheses represents likely number of units in each watershed.)
- Select locations and begin deployment of dual-tipping bucket precipitation gauges and soil moisture and temperature probes in the Upper Iowa River, Upper Wapsipinicon River, and Middle Cedar River Watersheds.
- Select contractors for installation of shallow wells in the Upper lowa River and Upper Wapsipinicon River Watersheds
- Purchase all dedicated electronics/computers necessary to support the network and retain network data.

Q-2 \$152,466

- Finish construction of dual tipping-bucket rain gauges and soil moisture and temperature probes for the Upper lowa, Upper Wapsipinicon, Middle Cedar River, Clear Creek, and English River Watersheds.
- Finish deployment of dual tipping-bucket rain gauges and soil moisture and temperature probes in the Upper lowa River, Upper Wapsipinicon River, and Middle Cedar River Watersheds.
- Select locations and begin deployment of dual tipping-bucket rain gauges and soil moisture and temperature probes in the Clear Creek, and English River Watersheds.
- Install shallow wells in the Upper Iowa River and Upper Wapsipinicon River Watersheds.
- Establish sensor database and link to visualization platform
- Maintain sensor dataplans for deployed systems.

Q-3 \$52,677

- Construct dual tipping-bucket rain gauges and soil moisture and temperature probes for the North Raccoon River (4), East Nishnabotna River (1), and West Nishnabotna River (2) Watersheds.
- Select contractors for installation of shallow wells in the Middle Cedar River, Clear Creek, English River, North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds.
- Select locations and begin deployment of dual tipping-bucket rain gauges and soil moisture and temperature
 probes in the North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds (as
 weather permits).
- Maintain sensor dataplans for deployed systems.

Q-4 \$112,569

- Install shallow wells in the Middle Cedar River, Clear Creek, English River, North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds.
- Finish deployment of remaining of dual tipping-bucket rain gauges and soil moisture and temperature probes in the Middle Cedar River, Clear Creek, and English River Watersheds.
- Deploy all dual tipping-bucket rain gauges and soil moisture and temperature probes in the North Raccoon River, East Nishnabotna River, and West Nishnabotna River Watersheds.
- Maintain sensor dataplans for deployed systems.
- · Prepare and submit annual progress report

Year 2 (\$24,653):

Q-1 \$11,305

- Monitor performance of hydrologic network and make adjustments as necessary.
- Train landowners hosting the sensors on maintenance.
- Maintain sensor dataplans.

Q-2 \$6,164

- Monitor performance of hydrologic network and make final adjustments as necessary.
- Finish training landowners hosting the sensors on maintenance.
- Maintain sensor dataplans.

- Q-3 \$3,594
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
- Q-4 \$3,590
 - Follow-up on any necessary sensor or well maintenance issues.
 - · Maintain sensor dataplans.
 - Prepare and submit annual progress report

Year 3 (\$9,556):

- Q-1 \$2,390
 - · Follow-up on any necessary sensor or well maintenance issues.
 - · Maintain sensor dataplans.
- Q-2 \$2,390
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
- Q-3 \$2,390
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
- Q-4 \$2,386
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
 - · Prepare and submit annual progress report

Year 4 (\$9,685):

- Q-1 \$2,422
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
- Q-2 \$2,422
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
- Q-3 \$2,422
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
- Q-4 \$2,419
 - Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.
 - Prepare and submit annual progress report

Year 5 (\$9,466):

- Q-1 \$2,367
 - Follow-up on any necessary sensor or well maintenance issues.
 - · Maintain sensor dataplans.
- Q-2 \$2,367
 - · Follow-up on any necessary sensor or well maintenance issues.
 - · Maintain sensor dataplans.
- Q-3 \$2,367
 - · Follow-up on any necessary sensor or well maintenance issues.
 - Maintain sensor dataplans.

Q-4 \$2,365

- · Follow-up on any necessary sensor or well maintenance issues.
- Maintain sensor dataplans.
- · Prepare and submit annual progress report

ACTIVITY 172-06

University of Iowa: Resilience Programming

- Community Resilience Programming will be implemented in tangent with the built projects in the watersheds to help increase resilience to floods. The IWA will partner with communities in the target watersheds to increase resilience by facilitating activities that help them prepare for, respond to, recover from, and adapt to floods. The initial investigation will include individual or group interviews and surveys of selected constituents across the watersheds and especially the most vulnerable populations. The baseline data will guide WMAs as they select initial programming and interventions in the communities. Tailored programming for each watershed/community, may include workshops, focus groups, symposia, or other engagement activities as developed in partnership with the communities.
- Key to this program is the involvement of the UI Center for Evaluation and Assessment (CEA). CEA staff will guide the development of tools to collect baseline resilience data, help to interpret data, and closely monitor and assess the outcomes/impacts of programming and interventions. The IWA team, including CEA, will refine the process annually to better understand changes in community resilience and provide actionable information. The IWA will also work with local groups like the Iowa Community Action Association and several regional Community Action Programs to leverage existing capacity-building platforms and networks for flood resiliency programming. The final deliverable for each target watershed is a Flood Resilience Action Plan.
- Resilience Programming activities are scheduled for three years in each target watershed, with activities starting in three target watersheds in project year one (cohort 1), three additional watersheds starting in year 2 (cohort 2), and the last three starting in year 3 (cohort 3).
- Disaster Tie-back: The community resilience programming will directly benefit the MID-URN areas through the development of tailored activities that measure and subsequently improve resilience to flooding in those areas and the completion of a flood resilience action plan to help guide future priorities to increase flood resilience.

I. Table of Proposed Cohorts of Watersheds for IWA Resilience Programming

Cohort 1 (Years 1-3)	Cohort 2 (Years 2-4)	Cohort 3 (Years 3-5)	
Clear Creek	Middle Cedar	North Raccoon	
Upper Iowa	Upper Wapsipinicon	East Nishnabotna	
English River	Dubuque	West Nishnabotna	

[IFC is the Iowa Flood Center. CEA is the Center for Evaluation and Assessment.]

Deliverable	Expected Quantity	
Attend kick-off meeting	8 (minimum)	
Prepare best practices guide	1	
and present draft flood resilience plans	8	
Complete and present final flood resilience plans	8	
Develop visualization system	1	
Develop cyber-learning system	1	
Develop decision support system	1	

Develop crowd-sourcing mobile app	1	
Attend advisory board meeting	10	

Year 1 (\$644,370):

Q-1 \$161,092 [CEA: \$43,125]

- Cohort 1
 - Plan and complete resilience programming "kick-off" meetings in 3 watersheds
 - Build and/or adapt tools for resilience data collection for each watershed
 - Engage CAP and/or local groups to understand their existing programs and consider how to modify those programs to provide flood resilience knowledge/training/assistance based on the current working definition of resilience.
 - Observe partner meetings about existing programming
- Other evaluation planning and implementation activities
- Computers dedicated to this project

Q-2 \$161,092 [CEA: \$43,125]

- Cohort 1
 - o Refine the resilience framework, as needed, for each watershed
 - o Collect and analyze resilience data
 - Further develop partnerships with promising CAP groups and other local groups.
 - Monitor ongoing partner meetings and collaborations
- Other evaluation planning and implementation activities

Q-3 \$161,093 [CEA: \$43,125]

- Cohort 1
 - Develop and report preliminary resilience findings to program team and watershed stakeholders
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" quide.
 - Expand resilience programming, based on stakeholder feedback and data.
 - Evaluate data collection tools developed to measure the effectiveness of the resilience program (short-term measures). Formative evaluation activities aligned with training and programming
- CAP and/or local group(s) subcontracts for resilience programming assistance
- Advisory board meeting
- · Other evaluation planning and implementation activities

Q-4 \$161,093 [CEA: \$43,125]

- Cohort 1
 - Further develop and report preliminary resilience findings to WMA team and watershed stakeholders
 - Further develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide.
 - Evaluate and assess data collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds.
 - o CAP and/or local group(s) subcontracts for resilience programming assistance
- Make initial contacts with Watershed Cohort #2
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative evaluation data to date along with resilience findings.
- Other evaluation planning and implementation activities

Year 2 (\$732,924):

Q-1: \$183,231 [CEA: \$43,526]

- · Cohort 1
 - o Expand resilience programming, based on stakeholder feedback and data.

Develop the first draft of the IWA Flood Resilience Plan for each watershed

Formative evaluation activities aligned with training and programming

- CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 2
 - Plan and complete resilience programming "kick-off" meetings in 3 watersheds

Build and/or adapt tools for resilience data collection for each watershed

 Engage CAP and/or local groups to understand their existing programs and consider how to modify those programs to provide flood resilience knowledge/training/assistance based on the current working definition of resilience.

Observe partner meetings about existing programming

- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment
- Develop interactive cyber-learning systems to support resilience awareness and communication

Other evaluation planning and implementation activities

Q-2: \$183,231[CEA: \$43,527]

- Cohort 1
 - o Complete the first draft of the IWA Flood Resilience Plan for each watershed
 - o Testing and refinement of informatics systems with community feedback (WMA, general public, etc.)
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 2
 - o Refine the resilience framework, as needed, for each watershed
 - Collect and analyze resilience data
 - Further develop partnerships with promising CAP groups and other local groups.

Monitor ongoing partner meetings and collaborations

- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment
- Develop interactive cyber-learning systems to support resilience awareness and communication
- Other evaluation planning and implementation activities

Q-3: \$183,231[CEA: \$43,527]

- Cohort 1
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 2
 - Develop and report preliminary resilience findings to program team and watershed stakeholders
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" quide.

Expand resilience programming, based on stakeholder feedback and data.

 Evaluation and assessment of data collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming

o Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected

watersheds.

- CAP and/or local group(s) subcontracts for resilience programming assistance
- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment
- Develop interactive cyber-learning systems to support resilience awareness and communication
- Advisory board meeting
- Other evaluation planning and implementation activities

Q-4: \$183,231[CEA: \$43,527]

- Cohort 1
 - Refine the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 2
 - Develop and report preliminary resilience findings to program team and watershed stakeholders

 Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide.

 Evaluate and assess collection tools developed to measure the effectiveness of the resilience program (short-term measures). Formative evaluation activities aligned with training and programming

- Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds.
- Formative evaluation activities aligned with training and programming
- CAP and/or local group(s) subcontracts for resilience programming assistance
- Make initial contacts with Watershed Cohort #3
- Design and develop interactive visualization systems to share and communicate resilience data and results from modeling and assessment
- Develop interactive cyber-learning systems to support resilience awareness and communication
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative evaluation data to date along with resilience findings.
- Other evaluation planning and implementation activities

Year 3 (\$812,300):

Q-1: \$203,075 [CEA: \$45,824]

- Cohort 1
 - Deliver the IWA Flood Resilience Plan for each watershed
 - o Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 2
 - Expand resilience programming, based on stakeholder feedback and data.
 - Develop the first draft of the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - o CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 3
 - Plan and complete resilience programming "kick-off" meetings in 3 watersheds
 - Build and/or adapt tools for resilience data collection for each watershed
 - Engage CAP and/or local groups to understand their existing programs and consider how to modify those programs to provide flood resilience knowledge/training/assistance based on the current working definition of resilience.
 - Observe partner meetings about existing programming
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public
- Other evaluation planning and implementation activities

Q-2: \$203,075 [CEA: \$45,825]

- Cohort 1
 - Provide support/promotion to watersheds regarding the resilience plan
 - o Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 2
 - o Complete the first draft of the IWA Flood Resilience Plan for each watershed
 - Testing and refinement of cyber systems with community feedback (WMA, general public, etc.)
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 3
 - o Refine the resilience framework, as needed, for each watershed
 - Collect and analyze resilience data
 - Further develop partnerships with promising CAP groups and other local groups.
 - Monitor ongoing partner meetings and collaborations
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public
- Other evaluation planning and implementation activities

Q-3: \$203,075[CEA: \$45,825]

Cohort 1

- Collect impact data aligned to resilience data collection procedures and programming
- Cohort 2
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 3
 - Develop and report preliminary resilience findings to program team and watershed stakeholders
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate programming, discuss programming modifications, develop final programming. Discuss resilience strengths, document strengths between watersheds, and prepare a draft "best practices" guide.
 - Expand resilience programming, based on stakeholder feedback and data.
 - Evaluate and assess collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds.
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public
- Advisory board meeting
- Other evaluation planning and implementation activities

Q-4: \$203,075[CEA: \$45,825]

- Cohort 1
 - Reports of programs and findings in each community
- Cohort 2
 - o Refine the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - o CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 3
 - Develop and report preliminary resilience findings to program team and watershed stakeholders
 - Develop and discuss the emerging "resilience gaps" with resilience stakeholders, propose appropriate
 programming, discuss programming modifications, develop final programming. Discuss resilience
 strengths, document strengths between watersheds, and prepare a draft "best practices" guide.
 - Evaluate and assess collection tools developed to measure the effectiveness of the resilience program (short-term measures)./ Formative evaluation activities aligned with training and programming
 - Integrate data, models (e.g. flooding, water quality or quantity) and resources specific for selected watersheds.
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Develop decision support systems with scenario analysis and evaluation of resilience components and index (criteria, state) features for decision makers and general public
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative evaluation data to date along with resilience findings.
- Other evaluation planning and implementation activities

Year 4 (\$705,756):

Q-1: \$176,439 [CEA: \$45,449]

- Cohort 1
 - Resilience progress and plan follow-up
- Cohort 2
 - o Deliver the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 3
 - o Expand resilience programming, based on stakeholder feedback and data.
 - Develop the first draft of the IWA Flood Resilience Plan for each watershed
 - o Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- · Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be

invaluable to the community and to IWA partners

Other evaluation planning and implementation activities

Q-2: \$176,439 [CEA: \$45,449]

- Cohort 1
 - Resilience progress and plan follow-up
- · Cohort 2
 - o Provide support/promotion to watersheds regarding the resilience plan
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Cohort 3
 - Complete the first draft of the IWA Flood Resilience Plan for each watershed
 - o Testing and refinement of cyber systems with community feedback (WMA, general public, etc.)
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners
- Other evaluation planning and implementation activities

Q-3: \$176,439 [CEA: \$45,449]

- Cohort 1
 - o Resilience progress and plan follow-up
- Cohort 2
 - o Collect impact data aligned to resilience data collection procedures and programming
- Cohort 3
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners
- Advisory board meeting
- Other evaluation planning and implementation activities
- Development of a transferrable "best practices" guide

Q-4: \$176,439 [CEA: \$45,450]

- Cohort 1
 - Resilience progress and plan follow-up
- Cohort 2
 - Reports of programs and findings in each community
- Cohort 3
 - Present and obtain stakeholder feedback on the first draft of the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- Develop crowd-sourcing mobile application to collect water-related data, photos, and stories that will be invaluable to the community and to IWA partners
- Compile, edit, complete and submit end of grant-year report to IEDA and IFC summarizing activities and formative evaluation data to date along with resilience findings.
- Other evaluation planning and implementation activities
- · Development of a transferrable "best practices" guide

Year 5 (\$694,163):

Q-1: \$162,792 [CEA: \$46,684]

- Cohort 1
 - Resilience progress and plan follow-up
- Cohort 2
 - Resilience progress and plan follow-up
- Cohort 3
 - Deliver the IWA Flood Resilience Plan for each watershed
 - Formative evaluation activities aligned with training and programming
 - o CAP and/or local group(s) subcontracts for resilience programming assistance

- Begin creating end of grant deliverables
- Other evaluation planning and implementation activities
- Development of a transferrable "best practices" guide

Q-2: \$162,792 [CEA: \$46,684]

- Cohort 1
 - Resilience progress and plan follow-up
- Cohort 2
 - Resilience progress and plan follow-up
- Cohort 3
 - Provide support/promotion to watersheds regarding the resilience plan
 - Formative evaluation activities aligned with training and programming
 - CAP and/or local group(s) subcontracts for resilience programming assistance
- · Continue developing end of grant deliverables
- Other evaluation planning and implementation activities
- Development of a transferrable "best practices" guide

Q-3: \$162,791 [CEA: \$46,684]

- Cohort 1
 - Resilience progress and plan follow-up
- Cohort 2
 - Resilience progress and plan follow-up
- Cohort 3
 - o Collect impact data aligned to resilience data collection procedures and programming
- Advisory board meeting
- Continue developing end of grant deliverables
- Other evaluation planning and implementation activities
- Development of a transferrable "best practices" guide

Q-4: \$205,788 [CEA: \$132,685]

- Cohort 1
 - o Resilience progress and plan follow-up
- Cohort 2
 - Resilience progress and plan follow-up
- Cohort 3
 - Reports of programs and findings in each community
- Continue developing end of grant deliverables
- Other evaluation planning and implementation activities
- Development of a transferrable "best practices" guide
- Provide a guide to resilience evaluation based on experiences in all nine communities.
- Compile, edit, complete and submit end of grant report to IEDA and IFC summarizing activities and findings.
- Provide a guide to resilience evaluation based on experiences in all nine communities.
- Compile, edit, complete and submit end of grant report to IEDA, IFC and HUD summarizing activities and findings.

ACTIVITY 172-02 CEA: Evaluation and Assessment

The University of Iowa Center for Evaluation and Assessment (CEA) will conduct a comprehensive formative and summative evaluation of the IWA for programmatic improvement and to document outcomes. CEA provides third-party evaluation, assessment, and other services. (Since 1992, CEA has successfully completed more than 150 evaluations for many clients and sponsors, including FIPSE, NSF, NIH, NIMH, the U.S. Department of Education, and others.)

The CEA is an integral partner in the implementation of the lowa Watershed Approach. CEA staff will attend many of the IWA programs, meetings, workshops, and other events to monitor stakeholder involvement in project planning and execution and to assess partnerships and interactions, programmatic effectiveness, and outcomes. Their evaluation will include observations by professional staff and graduate students and the development and use of a variety of assessment tools/surveys.

Disaster Tie-back: The CEA will provide feedback and survey results to the team and to IEDA on a regular basis. Their activities tie back to the MID-URN areas as their feedback will directly inform programmatic improvements to help maximize programmatic impact in those areas.

Deliverable	Expected Quantity	
Prepare program wide evaluation plan	1	
Report needs assessment findings	1	
ormative Report to Dubuque Healthy Homes	4	
Submit Final Report to Dubuque Healthy Homes	1	
Complete final evaluation guide	1	

Year 1 (\$88,000)

Q1 [Approximately \$24,000]

- Attend, monitor, document watershed kick-off events at all eight watersheds and Dubuque; engage stakeholders in evaluation work
- Conduct surveys of all kick-off event participants (part of needs assessment)
- Monitor and document:
 - formation of Watershed Management Authorities (WMAs) for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna) [see IWA project timetable for WMA formation, creation of watershed, implementation, and project design]
 - other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Collaborate with Dubuque Healthy Homes to design evaluation plan for Healthy Homes Advocate and other evaluation work as designated
- · Begin interviews with watershed leadership (part of needs assessment)
- Other formative evaluation activities as necessary
- [Purchase of laptop for offsite work]

Q2 [Approximately \$22,000]

- Support WMAs in logic model development
- Continue to monitor and document:
 - formation of WMA for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna)
 - o other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Develop Dubuque Healthy Homes evaluation plan with input from IIHR and Dubuque stakeholders
- Develop program-wide evaluation plan with input from IIHR and other stakeholders
- Continue interviews with watershed leadership (including but not limited to watershed coordinator) (part of needs assessment)
- · Analyze kick-off surveys and interviews
- Other formative evaluation activities as necessary

Q3 [Approximately \$21,000]

- Support WMAs in logic model development
- Continue to monitor and document:
 - formation of WMA for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna)
 - Other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events.
- Conduct initial assessment of watershed visualization platform, including ease-of-use and relevance and usability of data.
- Conduct Dubuque Healthy Homes evaluation activities

- · Analyze kick-off surveys and interviews
- · Other formative evaluation activities as necessary
- Finalize program wide evaluation plan with input from IIHR and other stakeholders

Q4 [Approximately \$21,000]

- Continue to monitor and document:
 - formation of WMA for three watersheds that have not yet established WMAs (N. Raccoon, E. and W. Nishnabotna)
 - data collection and ongoing development of hydrologic assessment in new watersheds (North Raccoon, East Nishnabotna, and West Nishnabotna River watersheds)
 - o other events and communication including: stakeholder involvement and collaboration (sample of watersheds); information concerning construction and conservation projects shared by WMAs
- Monitor and document initial process for implementation of site selection in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities
- · Other formative evaluation activities as necessary
- · Formative report to Dubuque Healthy Homes
- · Report needs assessment findings to WMAs and other stakeholders
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date

Year 2 (\$88,000)

Q1 [Approximately \$22,000]

- Continue to monitor and document:
 - implementation site selection in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Monitor project design in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubugue Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q2 [Approximately \$22,000]

- Continue to monitor and document:
 - o formation of watershed plans in all watersheds
 - o implementation site selection in all watersheds
 - project design in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q3 [Approximately \$22,000]

- Continue to monitor and document:
 - o formation of watershed plans in all watersheds
 - implementation site selection in all watersheds
 - project design in Upper lowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events.
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q4 [Approximately \$22,000]

- Continue to monitor and document:
 - formation of watershed plans in N. Raccoon, E. and W. Nishnabotna watersheds
 - o implementation site selection in all watersheds
 - o project design in all watersheds
- Monitor project construction and implementation in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities

- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]
- Formative report to Dubuque Healthy Homes
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date

Year 3 (\$90,000)

Q1 [Approximately \$22,500]

- Continue to monitor and document
 - o formation of watershed plans in N. Raccoon, E. and W. Nishnabotna watersheds
 - o implementation site selection in all watersheds
 - o project design in all watersheds
 - project construction and implementation in Upper Iowa, Upper Wapsipinicon, Middle Cedar, Clear Creek, and English River watersheds
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q2 [Approximately \$22,500]

- Continue to monitor and document:
 - o implementation site selection N. Raccoon, E. and W. Nishnabotna watersheds
 - o project design in all watersheds
 - o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q3 [Approximately \$22,500]

- Continue to monitor and document:
 - o implementation site selection in N. Raccoon, E., and W. Nishnabotna watersheds
 - project design in all watersheds
 - o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events.
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q4 [Approximately \$22,500]

- Continue to monitor and document:
 - project design in all watersheds
 - project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]
- Formative report to Dubuque Healthy Homes
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date

Year 4 (\$93,000)

Q1 [Approximately \$23,000]

- Continue to monitor and document:
 - o project design in N. Raccoon, E., and W. Nishnabotna watersheds
 - project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q2 [Approximately \$23,000]

- Continue to monitor and document:
 - o project design in N. Raccoon, E., and W. Nishnabotna watersheds

- o project construction and implementation in all sites
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q3 [Approximately \$23,000]

- Continue to monitor and document:
 - o project design in N. Raccoon, E., and W. Nishnabotna watersheds
 - o project construction and implementation in all sites
- · Conduct Dubuque Healthy Homes evaluation activities
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events.
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q4 [Approximately \$24,000]

- · Continue to monitor and document:
 - o project construction and implementation in N. Raccoon, E., and W. Nishnabotna watersheds
- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]
- Formative report to Dubuque Healthy Homes
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date

Year 5 (\$123,863.20)

Q1 [Approximately \$23,500]

- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q2 [Approximately \$23,500]

- Conduct Dubuque Healthy Homes evaluation activities
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q3 [Approximately \$23,500]

- Conduct Dubuque Healthy Homes evaluation activities
- Monitor, document, and evaluate annual public symposium/outreach event, advisory board meeting, and other related events.
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]

Q4 [Approximately \$53,363]

- Conduct Dubuque Healthy Homes evaluation activities
- Design final survey
- [Ongoing monitoring as above and other formative evaluation activities aligned with watershed activity and planning processes]
- Formative report to Dubuque Healthy Homes
- Prepare annual written report for IEDA and other stakeholder groups. Report will include descriptions of programming and evaluation findings to date
- Final report to Dubuque Healthy Homes
- Analyze data and write final evaluation report
- · Produce final evaluation guide

ACTIVITY 172-05 Pre-Agreement Expenses

Pre-Agreement expenses related to project development are eligible for reimbursement at the onset of the project.

Year 1 (\$62,000):

ACTIVITY 311 Outcome Value (OV)/Performance Metric Reporting

The IFC will report on Outcome Values associated with the economic, environmental, social, and resiliency goals of the project.

Deliverable	Projection
% reduction in flow rate (cubic feet of water per second	17
% reduction in watershed nitrate loading	15
% reduction in watershed phosphorous loading	12
# of water management/flood plans completed (flood resiliency action plans)	8
Annual reporting on Outcome Value accomplishments through iowagrants.gov	5

6. AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
- Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: UNIVERSITY OF IOWA

Wendy Beaver, Executive Director

IOWA ECONOMIC DEVELOPMENT AUTHORITY

10:00

INTERAGENCY AGREEMENT

PARTIES:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

DEPARTMENT of NATURAL RESOURCES

AGREEMENT NUMBER

13-NDRP-014

This Interagency Agreement ("Agreement" or "Contract") is made as of the date stated in Article 4.1 by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY ("Authority" or "IEDA") and the DEPARTMENT of NATURAL RESOURCES ("IDNR" or "Recipient"), collectively referred to as the "Parties".

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 IDENTITY OF THE PARTIES

- 1.1 <u>DEPARTMENT of NATURAL RESOURCES.</u> The lowa Department of Natural Resources mission is to conserve and enhance our natural resources in cooperation with individuals and organizations to improve the quality of life in lowa and ensure a legacy for future generations. IDNR's address is: IDNR, Wallace State Office Building; 502 E. 9th Street, 4th Floor; Des Moines, IA 50319.
- 1.2 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY.</u> "IEDA" is the economic development authority created in 2011 lowa Acts, House File 590. It is a public instrumentality and agency of the state exercising public and essential governmental functions and undertaking programs which implement economic development policy in the state. IEDA's address is 200 East Grand Avenue, Des Moines, IA 50309.

ARTICLE 2 DEFINITIONS

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

2.1 <u>ACT.</u> "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.

- 2.2 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 2.3 <u>AGREEMENT OR CONTRACT.</u> "Agreement" or "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 2.4 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 2.5 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.
- 2.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 2.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 2.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 2.9 END DATE. "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 8.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 2.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 2.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 2.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 2.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 2.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

- 2.15 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 2.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 2.17 <u>PROGRAM.</u> "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 2.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 2.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 2.20 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.
- 2.21 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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 3 PURPOSE; PROGRAM DESCRIPTION; PERFORMANCE TARGETS

- 3.1 <u>PURPOSE.</u> IDNR shall provide assistance in: 1) outreach and education activities and 2) development of planning documents associated with the HUD lowa Watershed Approach.
- 3.2 <u>PROGRAM DESCRIPTION.</u> The services to be provided by IDNR are found in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account.
- 3.3 <u>PERFORMANCE TARGETS</u>. By the End Date, IDNR shall have accomplished the activities, deliverables, and performance targets as described in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

ARTICLE 4 TERM OF AGREEMENT

- 4.1 <u>TIME OF PERFORMANCE.</u> The term of this Agreement shall be from October 11, 2016 (Start Date) through September 30, 2021 (End Date), unless terminated earlier in accordance with the Termination section of this Agreement pursuant to Article 7. Services shall be undertaken in such a manner as to assure their timely and expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 4.2 <u>MAXIMUM PAYMENTS.</u> It is expressly understood and agreed that the maximum amounts to be paid to IDNR by the Authority for any item of work or service shall conform to the budget as presented in the "Budget Activity" as found in the

Recipient's lowaGrants.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 C of this Contract.

- 4.3 <u>ADMINISTRATION.</u> 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 lowa 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.
- 4.4 <u>PRIOR COSTS</u>. Costs for certain activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.

ARTICLE 5 FUNDS

- 5.1 <u>FUNDING SOURCE</u>. IEDA shall provide the funds for this agreement from the monies provided to IEDA by the U.S. Department of Housing and Urban Development Community Development Block Grant NDR funds.
- 5.2 <u>PAYMENT FOR PROFESSIONAL SERVICES-MAXIMUM AMOUNT.</u> The total amount paid under this Agreement shall not exceed \$576,000. IDNR shall provide IEDA the documentation required to substantiate its claim.
- PAYMENT PROCESS. IDNR shall prepare and submit to the Authority any draw requests for funds under this Contract at least quarterly during the term of this Contract for actual costs. IDNR may submit draw requests prior to payment by IDNR of such expenditures. Such draw request is subject to approval by the Authority in its sole discretion. If the Authority does not approve such draw request, the Authority shall notify IDNR no later than 10 business days after receipt of such draw request. If the Authority approves such draw request, the Authority shall make payment to IDNR in conformance with Iowa Code section 8A.514 (2009); however, without waiving its rights under Iowa Code section 8A.514 (2009), the Authority shall endeavor to pay claims to IDNR within 21 days of the Authority's receipt of such draw request. IDNR will not hold funds distributed under this Contract more than ten (10) days prior to disbursement thereof by IDNR. Payment shall be through "IowaGrants.gov".
- GENERAL. IDNR shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in IDNR's approved Attachment A "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.5 <u>BUDGET REVISIONS.</u> 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.
- 5.6 <u>PROHIBITION ON USE OF FUNDS.</u> 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-NDR activity as authorized by HUD. No funds provided under this Contract may be used for the purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved

Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.

- 5.7 <u>COMPLIANCE WITH PROGRAM RULES</u>. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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 Seg.) in 2011, 2012, and 2013.

ARTICLE 6 PROJECT MANAGEMENT AND REPORTING

6.1 <u>PROJECT MANAGERS.</u> Each Party shall designate a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available to meet quarterly, unless otherwise mutually agreed, to review the coordination being provided under this Agreement. For purposes of this agreement the starting date of each quarter is July 1, October 1, January 1, and April 1.

For IEDA:

Shelly Peterson, P.E., Project Manager

E-mail: Shelly.Peterson@iowa.gov

Phone: 515.725.0418

For IDNR:

Allen Bonini Supervisor, Watershed Improvement Section

E-mail: Allen.Bonini@dnr.iowa.gov

Phone: 515.725.8392

- 6.2 <u>REVIEW MEETINGS.</u> During the review meetings the Project Managers shall discuss progress made in the performance of this Agreement. Each Party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Agreement performance shall be maintained by each Party. The Project managers shall work together diligently and in good faith to resolve any problems in the administration of this Agreement.
- 6.3 <u>REVIEW MEETING REPORTS.</u> At the next scheduled meeting after which any Party has identified in writing a problem, the Party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:
 - a. Any event not within the control of the IEDA or IDNR that accounts for the problem;
 - b. Proposed amendments to this Agreement needed in order to remedy or solve the identified problem;
 - c. Any request or demand for services by one Party that another Party believes are not included within the terms of this Agreement.
- 6.4 <u>REPORTS.</u> IDNR shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. IDNR shall review all Requests for Payment and verify that claimed expenditures are Allowable Costs. IDNR shall maintain documentation adequate to support the claimed costs.

REPO	RT	DUE DATE
1.	Request for Payment	At least every three (3) months
2_	Activity Status Report	At least every three (3) months
3.	Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
4.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
5.	Final request for Payment / Status Report	Within 30 days of End Date
6.	Long-term Commitment report as required by the authority (if applicable)	Within 30 days of End Date
7.	Other reports and documents 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 IDNR's CDBG-NDR program.

ARTICLE 7 TERMINATION

This Agreement may be terminated under the following circumstances:

- 7.1 <u>TERMINATION DUE TO DISCONTINUANCE, ALTERATION OR REDUCTION IN FUNDING.</u> Either Party shall have the right to terminate this Agreement without penalty by giving sixty (60) days' written notice to the other Party. The termination notice shall also indicate that the agency is terminating due any one or more of the following circumstances:
 - a. Adequate funds are not appropriated or granted to IEDA or IDNR to operate as required and to fulfill its obligations under this Agreement;
 - b. Funds are de-appropriated or not allocated or if funds needed by IEDA or IDNR are insufficient for any reason;
 - c. IEDA or IDNR authorization to operate is withdrawn or there is material alteration in the programs administered by IEDA or IDNR;
 - d. IEDA or IDNR's duties are substantially modified, or its funding or staffing levels are inadequate to fulfill its obligations under this Agreement.
- 7,2 <u>TERMINATION DUE TO AN UNREMEDIED EVENT OR DEFAULT.</u> If an Event of Default occurs as defined in Article 8 and has not been cured within the time allowed in Article 8.2, this Agreement may be terminated.
- 7.3 <u>TERMINATION FOR CONVENIENCE.</u> This Agreement may be terminated upon mutual written agreement of IEDA and IDNR.
- 7.4 <u>EVENTS UPON TERMINATION.</u> If this Agreement is terminated, IEDA and IDNR shall negotiate the terms of winding down the activities under this Agreement. IEDA shall pay only those amounts, if any; due and owing to IDNR up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement, IDNR shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.

EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE

- 8.1 <u>EVENTS OF DEFAULT.</u> The occurrence of or any one or more of the following events shall constitute cause for a Party to declare the other in default of its obligations under this Agreement.
 - a. A breach of any term of this Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
 - c. Failure to comply with applicable federal, state and local laws, rules ordinances, regulations and orders when performing within the scope of this Agreement; or
 - d. Engaging in conduct that may expose the other Party to liability.
- 8.2 <u>NOTICE OF DEFAULT.</u> If a Party determines that an Event of Default has occurred, the Party shall provide written notice to the other Party requesting that the breach or noncompliance be remedied within 30 days of receipt of the written Notice of Default. If the breach or noncompliance is not remedied, the following options are available:
 - a. Immediately terminate this Agreement without additional written notice; or
 - b. Enforce the terms and conditions of this Agreement and seek any legal or equitable remedies.

ARTICLE 9 MISCELLANEOUS

- 9.1 <u>GOVERNING LAW.</u> This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of lowa without regard to principles of conflicts of laws.
- 9.2 <u>AGREEMENT AMENDMENTS.</u> The Agreement may only be amended as provided for in Section 1.0 of the General Provisions, Attachment C of this Contract.
- 9.3 NOTICES. Whenever this Contract requires or permits any notice or written request by one party to another, it shall be in delivered through lowaGrants.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 IDNR set forth heretofore, as modified from time to time, as being the address of IDNR.
- 9.4 <u>HEADINGS</u>. Article headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.
- 9.5 AGREEMENT COMPLIANCE; DISPUTE RESOLUTION. IEDA and IDNR are state agencies within the State of lowa. Pursuant to lowa Code Section 679A.19 any dispute between the IEDA and IDNR involving this Agreement that cannot be resolved after reasonable negotiation shall be submitted to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by IDNR, one member appointed by IEDA and one member appointed by the governor. The decision of the arbitration board shall be final.
- 9.6 <u>WAIVERS.</u> No waiver by either Party of any Event of 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 either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any other right or remedy.
- 9.7 <u>COUNTERPARTS.</u> This Agreement 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 but one and the same instrument.

- 9.8 <u>SURVIVAL OF REPRESENTATIONS</u>. All representations and warranties made herein or in any other documents related to this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.
- 9.9 <u>SEVERABILITY OF PROVISION.</u> Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and any other related document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other related document are intended to be subject at all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other related document invalid or unenforceable.
- 9.10 NONASSIGNMENT. This Agreement may not be assigned without the written consent of both IEDA and IDNR.
- 9.11 <u>INTEGRATION.</u> This Agreement contains the entire understanding between IDNR and IEDA relating to the subject matter hereof and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.
- 9.12 RECORDS. IDNR 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, including but not limited to all Subcontracts (defined herein), invoices and other records. IDNR shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

ARTICLE 10 DOCUMENTS INCORPORATED BY REFERENCE

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> IDNR Shall Comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 10 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B, and C, 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.
- 10.4 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Start Date as stated in Article 4.1.

FOR THE DEPARTMENT of NATURAL RESOURCES:

BY:

Chuck Gipp, Director

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A PROGRAM DESCRIPTION

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Iowa Department of Natural Resources Program Description

The Iowa Department of Natural Resources (IDNR) will work with the Iowa Flood Center and local partners to provide training and resources to facilitate WMA formation and build local capacity for watershed planning and implementation.

The IDNR will mentor new watersheds moving through the WMA formation process. IDNR assistance in WMA formation will be geared toward teaching local staff how to identify resources and build partnerships. IDNR's role will also include:

- Providing GIS assistance IDNR can create watershed maps, compile land use information, and delineate which cities and counties lie within the watershed boundary
- WMA Webpage IDNR will host a webpage on the IDNR website with a library of documents from each WMA, so that new groups may take advantage of existing resources.
- The IDNR will share information about WMAs to other groups—IDNR receives many requests to
 present at conferences or other statewide meetings to share information about WMA activities
 around the state

Disaster Tie-back: The IDNR will offer technical assistance with a goal of building local capacity to efficiently target resources to high-priority locations in the MID-URN areas.

For the NDRC project, IDNR anticipates providing the following assistance in the eight targeted watersheds to support watershed planning and build local capacity:

- Watershed assessments IDNR basin coordinators will provide equipment and staff time to conduct watershed land use assessments to determine annual sediment delivery rates; urban assessments to identify priority locations for BMP placement; and stream corridor condition assessments to gage overall stream health and locations in need of streambank stabilization or other BMPs.
- GIS assistance IDNR's GIS Analyst will assist in processing the data obtained in field assessments described above.
- Plan development assistance IDNR will provide assistance with developing and reviewing watershed plan drafts.
- Technical assistance IDNR will provide general watershed technical assistance and serve on technical advisory committees of WMAs, as requested.
- Water quality data interpretation IDNR will assist with providing summaries of data collected through IDNR's ambient monitoring program. In addition, IDNR can provide assistance in developing water monitoring plans as part of the watershed planning process.

The IDNR recognizes the value of peer learning and will maintain a statewide support network for WMAs with the goal of facilitating the creation of a strong WMA network. The IDNR will support the WMA coordinators, especially through training and mentoring, either in conjunction with WMA Advisory Board meetings, or other dedicated events. IDNR also maintains an email list of active WMA leaders, and shares announcements about funding opportunities, new technical resources, and training / events of interest.

Deliverables: Activity Code	172-01 WMA Formation Assistance	
Deliverables	Deliverable Goal	

WMA 28E Agreements	3
WMA Bylaws	3
Supporting Maps for WMA formation	various
Supporting maps for WMA planning	Various
Draft watershed management plans	8
Final watershed management plans	8
Semi-annual WMA network meetings	9
WMA website	1
Quarterly progress reports	20
Stakeholder Interviews	8
Draft how-to guide book	1
Final how-to guide book	1
Final report	1

Iowa DNR WMA Assistance for 8 Targeted WMA areas (\$576,000):

- 1. West Nishnabotna River
- 2. East Nishnabotna River
 - 3. North Raccoon River
 - 4. Middle Cedar River
 - 5. Clear Creek
 - 6. English River
- 7. Upper Wapsipinicon River
 - 8. Upper Iowa River

Year 1 (\$129,726):

Q-1 \$ 33,486

- Assist lead county, as needed, in hiring project coordinator.
- Provide initial training to new project coordinator, as needed.
- Educating governmental units on WMA value, benefits and formation process.
- Assisting with planning and organizing formation planning meetings.
- Facilitate WMA formation planning meetings.
- Travel to meetings with units of government and their representatives.
- Maintain email and telephone communications with units of government and their representatives.
- Promoting participation in WMA formation.
- Develop presentation tools to assist in communicating WMA formation process and benefits.
- Work with local media to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Work with partners, NGOs, local stakeholders and stakeholder groups to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Provide GIS mapping services and support for WMA formation process.
- Facilitate strategic planning meeting with WMA membership to identify, evaluate and select method for pursuing watershed plan development.
- Assist with developing statement of work for potential contractor RFP to lead WS planning process.
- Assist with RFP document development process.
- Assist with proposal review and selection process.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Update the WMA webpage on IDNR's website, as needed.

- Develop a standard set of descriptive maps for the watershed management plan
- · Provide land use statistics and help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Maintain How-to Guide book "Experience Log"

Q-2 \$ 34,152

- Assist lead county, as needed, in hiring project coordinator.
- Provide initial training to new project coordinator, as needed.
- 28E development guidance, drafting and revision assistance.
- Educating governmental units on WMA value, benefits and formation process.
- Assisting with planning and organizing formation planning meetings.
- Facilitate WMA formation planning meetings.
- Travel to meetings with units of government and their representatives.
- · Maintain email and telephone communications with units of government and their representatives.
- Promoting participation in WMA formation.
- Develop presentation tools to assist in communicating WMA formation process and benefits.
- Work with local media to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Work with partners, NGOs, local stakeholders and stakeholder groups to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Provide GIS mapping services and support for WMA formation process.
- Facilitate strategic planning meeting with WMA membership to identify, evaluate and select method for pursuing watershed plan development.
- Assist with developing statement of work for potential contractor RFP to lead WS planning process.
- Assist with RFP document development process.
- Assist with proposal review and selection process.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Provide assessment tool training and assistance for land and stream assessments.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Develop a standard set of descriptive maps for the watershed management plan
- Provide land use statistics and help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-3 \$ 31,488

- Provide initial training to new project coordinator, as needed.
- 28E development guidance, drafting and revision assistance.
- Assisting with planning and organizing formation planning meetings.
- Facilitate WMA formation planning meetings.
- Travel to meetings with units of government and their representatives.
- Maintain email and telephone communications with units of government and their representatives.
- Promoting participation in WMA formation.

- · Develop presentation tools to assist in communicating WMA formation process and benefits.
- Work with local media to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Work with partners, NGOs, local stakeholders and stakeholder groups to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Provide GIS mapping services and support for WMA formation process.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Provide assessment tool training and assistance for land and stream assessments.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Develop a standard set of descriptive maps for the watershed management plan.
- Work-up stream assessment data and produce relevant maps, as needed.
- Provide land use statistics and help to answer GIS based questions, as needed.
- · Track expenses against budget
- · Monitor performance against work plan
- · Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-4 \$ 30,601

- · 28E development guidance, drafting and revision assistance.
- Bylaws development guidance, drafting and revision assistance.
- Assisting with planning and organizing formation planning meetings.
- Facilitate WMA formation planning meetings.
- Travel to meetings with units of government and their representatives.
- Maintain email and telephone communications with units of government and their representatives.
- Promoting participation in WMA formation.
- Work with partners, NGOs, local stakeholders and stakeholder groups to promote benefits of WMA formation and address questions or concerns regarding WMA formation.
- Facilitate strategic planning meeting with WMA membership to identify, evaluate and select method for pursuing watershed plan development.
- Assist with developing statement of work for potential contractor RFP to lead WS planning process.
- Assist with RFP document development process.
- Assist with proposal review and selection process.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Provide assessment tool training and assistance for land and stream assessments.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Provide initial training to new project coordinator, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Provide land use statistics and help to answer GIS based questions, as needed.

- · Track expenses against budget
- Monitor performance against work plan
- · Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Year 2 (\$117,965):

2-1 \$ 28,825

- 28E development guidance, drafting and revision assistance.
- Bylaws development guidance, drafting and revision assistance.
- Travel to meetings with units of government and their representatives.
- Maintain email and telephone communications with units of government and their representatives.
- Facilitate strategic planning meeting with WMA membership to identify, evaluate and select method for pursuing watershed plan development.
- Assist with developing statement of work for potential contractor RFP to lead WS planning process.
- · Assist with RFP document development process.
- Assist with proposal review and selection process.
- Serve on WMA technical assistance (TA) team(s).
- · Provide GIS mapping services and support for WMA planning process.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Review draft WMP and provide written feedback.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- · Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- · Prepare annual grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" annual summary

Q-2 \$ 30,601

- 28E development guidance, drafting and revision assistance.
- Bylaws development guidance, drafting and revision assistance.
- Travel to meetings with units of government and their representatives.
- Maintain email and telephone communications with units of government and their representatives.
- Facilitate strategic planning meeting with WMA membership to identify, evaluate and select method for pursuing watershed plan development.
- Assist with developing statement of work for potential contractor RFP to lead WS planning process.
- Assist with RFP document development process.
- Assist with proposal review and selection process.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Provide assessment tool training and assistance for land and stream assessments.
- · Assist with compiling relevant plans and reports to facilitate WMA planning process.

- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Review draft WMP and provide written feedback.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- · Develop a standard set of descriptive maps for the watershed management plan
- Work-up stream assessment data and produce relevant maps, as needed.
- Provide land use statistics and help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- · Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-3 \$ 27,938

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Provide assessment tool training and assistance for land and stream assessments.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Review draft WMP and provide written feedback
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- · Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- · Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Develop a standard set of descriptive maps for the watershed management plan
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-4 \$ 30,601

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Provide assessment tool training and assistance for land and stream assessments.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.

- · Provide water monitoring assistance and data interpretation throughout the watershed planning process.
- Review draft WMP and provide written feedback
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- · Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Year 3 (\$103,518)

Q-1 \$ 25,214

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Review draft WMP and provide written feedback.
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare annual grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" annual summary

Q-2 \$ 26,989

- · Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Provide GIS mapping services and support for WMA planning process.
- Assist with compiling relevant plans and reports to facilitate WMA planning process.
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Review draft WMP and provide written feedback.
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.

- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- · Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-3 \$ 24,326

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- · Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-4 \$ 26,989

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Provide ongoing technical assistance and guidance throughout the watershed planning process.
- Provide WMA membership, public and stakeholder engagement assistance throughout the watershed planning process.
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- · Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"

Prepare "Experience Log" quarterly summary

Year 4 (\$103,518):

Q-1 \$ 25,214

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- · Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare annual grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" annual summary

Q-2 \$ 26,989

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- · Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Work-up stream assessment data and produce relevant maps, as needed.
- · Help to answer GIS based questions, as needed.
- · Track expenses against budget
- · Monitor performance against work plan
- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-3 \$ 24,326

- · Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- · Help to answer GIS based questions, as needed.
- · Track expenses against budget
- Monitor performance against work plan

- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary

Q-4 \$ 26,989

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- · Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- · Help to answer GIS based guestions, as needed.
- · Track expenses against budget
- Monitor performance against work plan
- · Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary
- Conduct Stakeholder feedback/interviews/surveys

Year 5 (\$121,273):

Q-1 \$25,214

- · Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Help to answer GIS based questions, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare annual grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" annual summary
- Conduct Stakeholder feedback/interviews/surveys

Q-2 \$26,989

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Plan, organize, and facilitate semi-annual WMA Network Meeting in conjunction with NDRC partners.
- Help to answer GIS based questions, as needed.

- · Track expenses against budget
- Monitor performance against work plan
- Prepare quarterly grant report
- Maintain How-to Guide book "Experience Log"
- Prepare "Experience Log" quarterly summary
- Conduct Stakeholder feedback/interviews/surveys
- Prepare draft Guide Book

Q-3 \$37,642

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Help to answer GIS based questions, as needed.
- · Track expenses against budget
- Monitor performance against work plan
- · Prepare quarterly grant report
- Design and layout Guide Book

Q-4 \$31,428

- Maintain email and telephone communications with units of government and their representatives.
- Serve on WMA technical assistance (TA) team(s).
- Attend regular WMA Board meetings to provide updates on relevant state initiatives & funding opportunities.
- Assist with interpreting Watershed Management Plan and relevant data to aid in site selection during implementation phase.
- Assist with grant applications, as needed.
- Update the WMA webpage on IDNR's website, as needed.
- Track expenses against budget
- Monitor performance against work plan
- Prepare final grant report
- Finalize Guide Book

Deliverables: Activity Code 309 Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

IDNR will track the following activities outside the scope of the funded work as supporting leverage as committed in the Phase 2 grant application.

Deliverables	Deliverable Goal
Complete the following supporting leverage projects: 1. Clean Water State Revolving Fund financial assistance to the City of Dubuque for storm water management practices in Catfish Creek watershed 2. Clean Water State Revolving Fund financial assistance to the City of Fairbank for storm water management practices in Upper Wapsipinicon watershed 3. Clean Water State Revolving Fund financial assistance to the	14

City of Newhall for storm water management practices in Middle Cedar watershed		
Clean Water State Revolving Fund financial assistance to the		
City of Cedar Rapids for storm water management practices in Middle Cedar watershed	V	
Clean Water State Revolving Fund financial assistance to the City of Kalona for storm water management practices in English River watershed		
6. Clean Water State Revolving Fund financial assistance to the City of Laurens for storm water management practices in North Raccoon watershed		
7. Clean Water State Revolving Fund financial assistance to the City of Lake View for storm water management practices in North Raccoon watershed		
8. City of Coralville was awarded a REAP City Park and Open Space grant to acquire land for a park in the Clear Creek watershed		
9. City of Cedar Rapids was awarded a REAP City Park and Open Space grant to acquire land for a nature preserve in the Middle Cedar watershed		
10. City of Dunkerton was awarded a REAP City Park and Open Space grant to acquire land for a restored prairie and wetland restoration in the Middle Cedar watershed		
11. City of Avoca was awarded a REAP City Park and Open Space grant to preserve wetlands in the East Nishnabotna watershed		
12. Lake Restoration Program funding at Pleasant Creek State Recreation Area for dam infrastructure repair in the Middle Cedar watershed	TOTAL: \$3,218,333	
13. Lake Restoration Program funding at Prairie Rose State Park for wetland construction in the West Nishnabotna watershed 14. Lake Restoration Program funding at Prairie Rose State Park for construction of water control structure in the West Nishnabotna watershed	101ΛΕ. ψ3,210,330	
Annual supporting leverage progress reporting through iowagrants.gov	5	

ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT.</u> 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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.
- 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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, to the extent permitted by law.
- 11.0 INDEMNIFICATION. The Recipient agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act (lowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

12.0 CONFLICT OF INTEREST.

(a) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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 in 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11~121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.</u> The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (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 <u>POLITICAL ACTIVITY</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Interagency Agreement

Recipient: Iowa Department of Natural Resources

Contract Number: 13-NDRP-014

Contract Amendment Number:

Amendment Effective Date: June 1, 2017

The lowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Iowa Department of Natural Resources ("Recipient") is amended as of the date shown above as follows:

- AMEND Article 10.1 DOCUMENTS INCORPORATED BY REFERENCE, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- 3. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

- AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:
 - "18.0 PROCUREMENT. For purposes of this agreement lowa Department of Natural Resources (IDNR), Iowa Department of Agriculture and Land Stewardship (IDALS), and Iowa Homeland Security and Emergency Management (HSEMD) are state agencies and follow the state's procurement policy as interpreted by their respective agencies per 2 CFR 200.317 procurements by states.

"48.0 19.0 JOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

5. AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the lowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of lowa's Community Development Block Grant

National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

- 6. AMEND (Iowa Department of Natural Resources) contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:
 - "Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*
 - *The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach a) Guidelines: Infrastructure
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Watershed Projects
 - Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: IOWA DEPARTMENT OF NATURAL RESOURCES

BY:

Chuck Gipp, Director

Tradre fo-Chuck Sing

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Timothy R. Waddell, Division Administrator

IOWA ECONOMIC DEVELOPMENT AUTHORITY

JUN 3 0 2017

DIVISION OF COMMUNITY DEVELOPMENT

11-21-16

INTERAGENCY AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO PLANNING CONTRACT

PARTIES:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

UNIVERSITY OF NORTHERN IOWA

AGREEMENT NUMBER:

13-NDRP-015

This Interagency Agreement ("Agreement" or "Contract") is made as of the date stated in Article 4.1 by and between the lowa Economic Development Authority ("IEDA" or "Authority"), and the University of Northern Iowa ("UNI" or "Recipient"), collectively referred to as the "Parties."

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 Gentract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

Gentract. In is agreed as

ARTICLE 1 IDENTITY OF THE PARTIES

- 1.1 <u>UNIVERSITY OF NORTHERN IOWA</u>. UNI has a long and rich history of service dating back to the mid-1800's. In 1876 the lowa State Normal School an institution created for and devoted to the training of teachers was founded. Since its inception, the institution has also gone by the names of the lowa State Normal School, lowa State Teachers College, State College of lowa, and most currently, University of Northern lowa. UNI's address for purposes of this Agreement is Office of Research and Sponsored Programs, 213 East Bartlett Hall, Cedar Falls, IA 50614-0394.
- 1.2 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY</u>. "IEDA" is the economic development authority created in 2011 lowa Acts, House File 590. It is a public instrumentality and agency of the state exercising public and essential governmental functions and undertaking programs which implement economic development policy in the state. IEDA's address is 200 East Grand Avenue, Des Moines, IA 50309.

ARTICLE 2
DEFINITIONS

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

- 2.1 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.
- 2.2 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 2.3 <u>AGREEMENT OR CONTRACT.</u> "Agreement" or "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 2.4 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 2.5 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.
- 2.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 2.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 2.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 2.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 8.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 2.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 2.11 <u>HUD.</u> "HUD" means the U.S. Department of Housing and Urban Development.
- 2.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 2.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

- 2.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 2.15 <u>LOW- AND MODERATE AREA.</u> "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 2.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 2.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 2.18 <u>PROGRAM INCOME.</u> "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 2.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 2.20 <u>PROJECT.</u> "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and IowaGrants.gov.
- 2.21 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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 3 PURPOSE, PROGRAM DESCRIPTION; PERFORMANCE TARGETS

- 3.1 <u>PURPOSE</u>. The Iowa Economic Development Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of UNI and UNI agreed to abide by the application terms and conditions. The Authority has received funds under the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) under the CDBG-NDR program and UNI accepts the funds to carry out the activities identified in the application and abide by the rules governing the program.
- 3,2 PROGRAM DESCRIPTION. The services to be provided by UNI are found in Attachment A, "Program Description" and as found in the Recipient's lowaGrants.gov account.
- 3.3 <u>PERFORMANCE TARGETS</u>. By the End Date, UNI shall have accomplished the activities, deliverables, and performance targets as described in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

ARTICLE 4 TERMS OF AGREEMENT

4.1 TERM OF AGREEMENT The term of this Agreement shall be from October 11, 2016 (Start Date) through September

- 30, 2021 (End Date), unless terminated earlier in accordance with the Termination section of this Agreement pursuant to Article 7. Services shall be undertaken in such a manner as to assure their timely and expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 4.2 <u>MAXIMUM PAYMENTS</u>. It is expressly understood and agreed that the maximum amounts to be paid to UNI by the Authority for any item of work or service shall conform to the budget as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 4.3 <u>ADMINISTRATION</u>. 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 lowa 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.
- 4.4 <u>PRIOR COSTS</u>. Costs for certain activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.

ARTICLE 5 FUNDS

- 5.1 <u>FUNDING SOURCE</u>. The source of funding for this Agreement is the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013 for the "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) FR-5800-N-29A2 Application Due Date: October 27, 2015.
- 5.2 PAYMENT FOR PROFESSIONAL SERVICES MAXIMUM AMOUNT. The total amount paid under this Agreement shall not exceed \$438.750.00. UNI shall provide IEDA the documentation required to substantiate its claim
- PAYMENT PROCESS. UNI shall prepare and submit to the Authority any draw requests for funds under this Contract at least quarterly during the term of this Contract for actual costs. UNI may submit draw requests prior to payment by UNI of such expenditures. Such draw request is subject to approval by the Authority in its sole discretion. If the Authority does not approve such draw request, the Authority shall notify UNI no later than 10 business days after receipt of such draw request. If the Authority approves such draw request, the Authority shall make payment to UNI in conformance with lowa Code section 8A.514 (2009); however, without waiving its rights under lowa Code section 8A.514 (2009), the Authority shall endeavor to pay claims to UNI within 21 days of the Authority's receipt of such draw request. UNI will not hold funds distributed under this Contract more than ten (10) days prior to disbursement thereof by UNI. Payment shall be through "lowaGrants.gov".
- 5.4 <u>GENERAL</u>. UNI shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in UNI's approved Attachment A "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.5 <u>BUDGET REVISIONS</u>. 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.
- 5.6 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-NDR activity as authorized by HUD. No funds provided under this Contract may be used for the

purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.

- 5.7 <u>COMPLIANCE WITH PROGRAM RULES</u>. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT</u>. 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.) in 2011, 2012, and 2013.

ARTICLE 6 PROJECT MANAGEMENT AND REPORTING

6.1 <u>PROJECT MANAGERS.</u> Each Party shall designate a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available to meet at least quarterly, unless otherwise mutually agreed, to review the services being provided under this Agreement.

The following individuals have been identified as the Project Managers:

For IEDA:

Shelly Peterson, P.E., Project Manager

E-mail: Shelly.Peterson@iowa.gov

Phone: 515.725.0418

For UNI:

Laura L. Jackson

Director & Professor, Tallgrass Prairie Center

319.273.2705

Laura.L.Jackson@uni.edu

- 6.2 <u>REVIEW MEETINGS.</u> During the review meetings the Project Managers shall discuss progress made in the performance of this Agreement. Each Party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Agreement performance shall be maintained by each Party. The Project managers shall work together diligently and in good faith to resolve any problems in the administration of this Agreement.
- 6.3 <u>REVIEW MEETING REPORTS.</u> At the next scheduled meeting after which any Party has identified in writing a problem, the Party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:
 - a. Any event not within the control of the IEDA or UNI that accounts for the problem;
 - b. Proposed amendments to this Agreement needed in order to remedy or solve the identified problem;
 - c. Any request or demand for services by one Party that another Party believes are not included within the terms of this Agreement.
- 6.4 <u>REPORTS.</u> UNI shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. UNI shall review all Requests for Payment and verify that claimed expenditures are Allowable Costs. UNI shall maintain documentation adequate to support the claimed costs.

DUE DATE

REPORT

Request for Payment

At least every three (3) months

Activity Status Report

At least every three (3) months

 Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)

As needed due to changes

4.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
5.	Final request for Payment / Status Report	Within 30 days of End Date
6.	Long-term Commitment report as required by the authority (if applicable)	Within 30 days of End Date
7.	Other reports and documents 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 UNI's CDBG-NDR program.

ARTICLE 7 TERMINATION

This Agreement may be terminated under the following circumstances:

- 7.1 <u>TERMINATION DUE TO DISCONTINUANCE, ALTERATION OR REDUCTION IN FUNDING.</u> Either Party shall have the right to terminate this Agreement without penalty by giving sixty (60) days' written notice to the other Party. The termination notice shall indicate that the agency is terminating due to any one or more of the following circumstances:
 - Adequate funds are not appropriated or granted to UNI or IEDA to operate as required and to fulfill its obligations under this Agreement;
 - b. Funds are de-appropriated or not allocated or if funds needed by UNI or IEDA are insufficient for any reason;
 - UNI's or IEDA's authorization to operate is withdrawn or there is a material alteration in the programs administered by UNI or IEDA;
 - d. IEDA's or UNI's duties are substantially modified, or its funding or staffing levels are inadequate to fulfill its obligations under this Agreement.
- 7.2 <u>TERMINATION DUE TO AN UNREMEDIED EVENT OF DEFAULT.</u> If an Event of Default occurs as defined in ARTICLE 8 and has not been cured within the time allowed in ARTICLE 8.2 this Agreement may be terminated.
- 7.3 <u>TERMINATION FOR CONVENIENCE.</u> This Agreement may be terminated upon mutual written agreement of UNI and IEDA.
- 7.4 <u>EVENTS UPON TERMINATION.</u> If this Agreement is terminated, UNI and IEDA shall negotiate the terms of winding down the activities under this Agreement. IEDA shall pay only those amounts, if any, due and owing to UNI up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement. UNI shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.

ARTICLE 8 EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE

- 8.1 <u>EVENTS OF DEFAULT.</u> The occurrence of or any one or more of the following events shall constitute cause for a Party to declare the other in default of its obligations under this Agreement.
 - a. A breach of any term of this Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement; or
 - d. Engaging in conduct that may expose the other Party to liability.
- 8.2 <u>NOTICE OF DEFAULT.</u> If a Party determines that an Event of Default has occurred, the Party shall provide written notice to the other Party requesting that the breach or noncompliance be remedied within 30 days of receipt of the written Notice of Default. If the breach or noncompliance is not remedied, this following options are available:
 - a. Immediately terminate this Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

MISCELLANEOUS.

- 9.1 <u>GOVERNING LAW</u>. This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.
- 9.2 <u>AGREEMENT AMENDMENTS.</u> AGREEMENT AMENDMENTS. The Agreement may only be amended as provided for in Section 1.0 of the General Provisions, Attachment C of this Contract.
- 9.3 <u>NOTICES.</u> Whenever this Contract requires or permits any notice or written request by one party to another, it shall be in delivered through lowaGrants.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 UNI set forth heretofore, as modified from time to time, as being the address of UNI.
- 9.4 <u>HEADINGS.</u> ARTICLE headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.
- 9.5 <u>AGREEMENT COMPLIANCE</u>; <u>DISPUTE RESOLUTION</u>. UNI and IEDA are state agencies within the state of lowa. Pursuant to lowa Code Section 679A.19 any dispute between UNI and IEDA involving this Agreement that cannot be resolved after reasonable negotiation shall be submitted to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by UNI, one member appointed by IEDA and one member appointed by the governor. The decision of the arbitration board shall be final.
- 9.6 <u>WAIVERS.</u> No waiver by either Party of any Event of 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 either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any other right or remedy.
- 9.7 <u>COUNTERPARTS</u>. This Agreement 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 but one and the same instrument.
- 9.8 <u>SURVIVAL OF REPRESENTATIONS</u>. All representations and warranties made herein or in any other documents related to this Agreement shall survive the execution and delivery of this Agreement shall continue in full force and effect.
- 9.9 <u>SEVERABILITY OF PROVISIONS</u>. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and any other related document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other related document are intended to be subject at all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other related document invalid or unenforceable.
- 9.10 NONASSIGNMENT. This Agreement may not be assigned without the written consent of both IEDA and UNI.
- 9.11 <u>INTEGRATION.</u> This Agreement contains the entire understanding between UNI and IEDA relating to the subject matter hereof and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.
- 9.12 <u>OWNERSHIP OF WORK PRODUCT.</u> IEDA shall own all work products developed and delivered to IEDA in connection with this Contract. University shall give IEDA all assistance reasonably requested by IEDA to perfect IEDA 's ownership of all work produced and delivered to IEDA under this Contract, including the execution and delivery of documents assigning title to IEDA work produced under this Contract. All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the work produced and delivered to IEDA under this Contract shall be the property of IEDA. IEDA shall grant University a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work produced and delivered under this Contract for the purposes of complying with this Contract, for University's own non-commercial; research and educational purposes, or any relevant provision of state or federal law. University retains rights to the raw data not owned by IEDA, or any methodology, concepts or technology that may have resulted from the project but were not part of the deliverables to IEDA in the final work products.
- 9.13 <u>RECORDS</u>. UNI 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, including but not limited to all Subcontracts (defined herein), invoices and other records. UNI shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

ARTICLE 10 DOCUMENTS INCORPORATED BY REFERENCE

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. UNI Shall Comply with the terms and conditions of the following documents which are hereby incorporated by reference
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in Iowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 10 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY</u>. Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B, and C, 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.
- 10.4 <u>IOWAGRANTS.GOV</u>. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the "Agreement Effective Date" stated in ARTICLE 4.

FOR UNIVERSITY OF NORTHERN IOWA:

BY: Tolif Hunt, Director of Research and Sponsored Programs

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A PROGRAM DESCRIPTION University of Northern Iowa Program Description

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Activity 172-01 Watershed Planning, Integration of Prairie Cover Crops

UNI will provide multiple layers of assistance to each WMA in native vegetation establishment and management, across a range of agricultural practices. UNI will disseminate scientifically-based information on a variety of platforms, including field days, winter meetings for WMA coordinators, print and on-line technical guides and videos, a fully supported and annually updated on-line seed mix calculator, and individual consultation. A cornerstone of the effort will be a collection of demonstration sites used for teaching and learning. Where feasible, we will use side-by-side contrasting practices to communicate basic principles that learners can readily apply in many other contexts and locations. We have one such site at the Northeast lowa Research Farm in the Upper Cedar River Watershed, and another in the Middle Cedar, on a farm near Dysart. Others will be created as cooperators and project implementation funds allow.

Disaster Tie-back: This project supports decision making and proper implementation of tall prairie grass and other native plantings on lands directly impacting the MID-URN areas.

Deliverable	Expected Quantity
Attend watershed planning meetings	1 to 2 per quarter (20 minimum)
Conduct field day trainings	6 minimum
Prepare demonstration sites	2
Prepare tailored educational information for a watershed	8 sets of watershed specific resources
Participate in watershed coordinator training meeting	2
Submit quarterly reports	20
Submit final report	1

Year One = \$38,150

0.4	¢0 527	
Q-1	\$9,537	

Attend at least one watershed planning meeting in WMA watersheds (most likely in one or more of the Upper lowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, and/or English River Watersheds) to hear about local issues, meet local producers, learn about local interest in prairie strips in each watershed, etc. (all quarters, as opportunities arise).

Begin development of communication plan for WMA outreach; coordinate with partners.

Host a Prairie on Farms Demonstration Field Day.

10000000	400.000	
Q-2	\$9.537	
4 2	40,007	

Attend at least one watershed planning meeting in WMA watersheds (most likely in one or more of the Upper lowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, and/or English River Watersheds) to hear about local issues, meet local producers, learn about local interest in prairie strips in each watershed, etc.

Develop presentation on benefits and costs of prairie strips and perennial vegetation in WMAs; make presentation at WMA meetings as requested, most likely in one or more of the Upper Iowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, and/or English River Watersheds.

Consult with landowners considering prairie strips as requested (all quarters)

Q-3

\$9,538

Attend at least one watershed planning meeting in WMA watersheds (most likely in one or more of the Upper lowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, and/or English River Watersheds) to hear about local issues, meet local producers, learn about local interest in prairie strips in each watershed, etc.. Make presentations as requested.

Begin to seek out existing prairie strip demonstration sites in or near 1-2 target watersheds and gather information for future use in presentations and field days.

Begin to identify potential cooperators for demonstration sites.

Begin implementation of communication plan including website resources and regular newsletter content.

Begin development of tailored educational information for each WMA, for instance seed mixes customized for locality and soil type. Begin with Upper Iowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, and English River Watersheds

Q-4

\$9,538

Field day at an existing prairie strip site in or near WMA

Assist cooperators in initial planning of demonstration sites.

Begin providing tailored educational information for each WMA.

Year 2 = \$126,160

Q-1 \$31,540

Field day, existing prairie strip sites in or near WMA

Continue to determine locations for proposed demonstration sites within one or two WMAs

Consult with landowners considering prairie strips as requested (all quarters).

Q-2 \$31,540

Attend at least one watershed planning meeting in WMA watersheds to hear about local issues, meet local producers, learn about local interest in prairie strips in each watershed, etc.

Make presentations as requested.

Continue development of tailored educational information for each watershed and distribute via printed media and watershed websites, with completion of most materials for the Upper lowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, and English River Watersheds.

Finalize locations; planning demonstration site (site visits, detailed site plans)

Recruit attendees and plan for training day for WMA coordinators

Q-3 January 1, 2018 to March 31, 2018

\$31,540

Finalize plans for 1-2 demonstration sites for planting in second quarter. (This budget does not include actual practice installation costs such as seed mix bid letting and purchase).

Host or participate in a special training day for the six watershed coordinators to help them work with landowners including model timeline and project specifications

Q-4 \$31,540

Coordinate and oversee installation of demonstration site (this budget does not include actual practice installation costs)

Complete and distribute tailored educational information for landowners and contractors operating in land regions represented by target watersheds, especially in the North Raccoon, East Nishnabotna River, and West Nishnabotna River Watersheds.

Year 3 = \$109,040

Q-1 \$27,260

Delivery of 1-2 Field days, newly planted demonstration site and or existing prairie strip sites in or near WMA

Monitor progress of demonstration site plantings

Consult with landowners considering prairie strips as requested (all quarters).

Continue delivery of tailored educational information for each watershed and distribute via printed media and watershed websites (all quarters). Continue to Use experience and developed relationships to refine message, reach larger audience more effectively.

Q-2 \$27,260

Attend at least one watershed planning meeting in each watershed to hear about local issues, answer questions, etc. Finalize locations and planning for additional demonstration site (site visits, detailed site plans)

Recruit attendees and plan for training day for WMA coordinators

Host or participate in a special training day for the watershed coordinators to help them work with landowners including model timeline and project specifications

Q-3 \$27,260

Finalize plans for 1-2 additional demonstration sites for planting in second quarter. (This budget does not include actual practice installation costs such as bid letting and seed purchase).

Q-4 \$27,260

Coordinate and oversee installation of demonstration site (this budget does not include actual practice installation costs)

Year 4 = \$86,080

Q-1 \$21,520

Delivery of 1-2 Field days, newly planted demonstration site and or existing prairie strip sites in or near WMAs

Monitor progress of demonstration site plantings

Consult with landowners considering prairie strips as requested (all quarters).

Continue delivery of tailored educational information for each watershed and distribute via printed media and watershed websites (all quarters). Continue to Use experience and developed relationships to refine message, reach larger audience in the target watersheds more effectively.

Q-2 \$21,520

Attend at least one watershed planning meeting in each watershed to hear about local issues, answer questions, etc.

Consultation with landowners and contractors will be in high demand in all watersheds; most will be one on one discussion and response to questions; occasional site visits possible.

Q-3 \$21,520

Consultation with landowners and contractors will be in high demand in all watersheds; most will be one on one discussion and response to questions; occasional site visits possible.

Q-4 \$21,520

Consultation with landowners and contractors will be in high demand in all watersheds; most will be one on one discussion and response to questions; occasional site visits possible.

YEAR 5 = \$79,320

Q-1

\$19,830

Delivery of 1-2 Field days, newly planted demonstration site and or existing prairie strip sites in or near WMA

Monitor progress of demonstration site plantings

Consult with landowners considering prairie strips as requested (all quarters).

Continue delivery of tailored educational information for each watershed and distribute via printed media and watershed websites (all quarters). Continue to use experience and developed relationships to refine message, reach larger audience more effectively.

Q-2

\$19,830

Communicate with landowners about installed or planned projects

Final informational newsletter content

Q-3

\$19,830

Review monitoring and evaluations

Conduct selected interviewees

Q-4

\$19,830

Prepare and submit final reporting.

ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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.
- 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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, to the extent permitted by law.
- 11.0 <u>INDEMNIFICATION</u>. The Recipient agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act (Iowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

12.0 CONFLICT OF INTEREST.

(a) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or

benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG-NDR 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 in 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.</u> The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (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 lowa may take further action, imposing other sanctions and invoking additional remedies as provided by the lowa Civil Rights Act of 1965 (Chapter 216, Code of lowa) 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 <u>POLITICAL ACTIVITY</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Interagency Agreement

Recipient: University of Northern Iowa

Contract Number: 13-NDRP-015

Contract Amendment Number: 1

Amendment Effective Date: June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and University of Northern Iowa ("Recipient") is amended as of the date shown above as follows:

- AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- AMEND Article 10.2 <u>ORDER OF PRIORITY</u>, by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- 3
- 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

- AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:
 - "18.0 PROCUREMENT. For purposes of this agreement Iowa State University (ISU), University of Iowa (UI), and University of Northern Iowa (UNI) are considered state agencies and are governed by the Board of Regents, State of Iowa. Purchasing authority is delegated from the Board of Regents through the Universities in accordance with the statutes and administrative rules of the State of Iowa and the procedures of the Board of Regents. All University purchases are made in accordance with University Policy, regardless of source of funds per 2 CFR 200.317 procurements by states.

"18.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

- 6. AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:
 - "The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA

Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

 AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines; Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: UNIVERSITY of Northern Iowa

BY:_

Tolif Hunt, Director of Research and Sponsored Programs

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Timothy R. Waddell, Division Administrator

TW. 16

INTERAGENCY AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-NDR) PROGRAM NATIONAL RESILIENT DISASTER RECOVERY PHASE ONE AND TWO PLANNING CONTRACT

PARTIES:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

IOWA STATE UNIVERSITY

AGREEMENT NUMBER:

13-NDRP-016

This Interagency Agreement ("Agreement" or "Contract") is made as of the date stated in Article 4.1 by and between the **lowa Economic Development Authority** ("IEDA" or "Authority"), and the **lowa State University** ("ISU" or "Recipient"), collectively referred to as the "Parties."

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 IDENTITY OF THE PARTIES

- 1.1 <u>IOWA STATE UNIVERSITY.</u> ISU, located in Ames, Iowa, is one of the nation's leading land-grant universities. Chartered in 1858 as the Iowa Agricultural College and Model Farm, it became the nation's first land-grant institution when the Iowa General Assembly awarded it the state's land-grant charter in 1864. The college was renamed Iowa State College of Agriculture and Mechanic Arts in 1898 and became Iowa State University of Science and Technology in 1959. ISU's address for the purpose of this Agreement is Office of Sponsored Programs, 1138 Pearson Hall, Ames, IA 50011-2207, 2403
- 1.2 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY</u>. "IEDA" is the economic development authority created in 2011 lowa Acts, House File 590. It is a public instrumentality and agency of the state exercising public and essential governmental functions and undertaking programs which implement economic development policy in the state. IEDA's address is 200 East Grand Avenue, Des Moines, IA 50309.

ARTICLE 2
DEFINITIONS

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

- 2.1 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.
- 2.2 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 2.3 <u>AGREMENT OR CONTRACT.</u> "Agreement" or "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 2.4 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 2.5 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.
- 2.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 2.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 2.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 2.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under ARTICLE 8.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 2.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 2.11 <u>HUD.</u> "HUD" means the U.S. Department of Housing and Urban Development.
- 2.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.gov" means lowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of lowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 2.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

- 2.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 2.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 2.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 2.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 2.18 <u>PROGRAM INCOME.</u> "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 2.19 <u>PROGRAM RULES.</u> "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 2.20 <u>PROJECT.</u> "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and IowaGrants.gov.
- 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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 3 PURPOSE, PROGRAM DESCRIPTION; PERFORMANCE TARGETS

- 3.1 <u>PURPOSE</u>. The lowa Economic Development Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of ISU and ISU agreed to abide by the application terms and conditions. The Authority has received funds under the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) under the CDBG-NDR program and ISU accepts the funds to carry out the activities identified in the application and abide by the rules governing the program.
- 3.2 <u>PROGRAM DESCRIPTION</u>. The services to be provided by ISU are found in Attachment A, "Program Description" and as found in the Recipient's lowaGrants.gov account.
- 3.3 <u>PERFORMANCE TARGETS</u>. By the End Date, ISU shall have accomplished the activities, deliverables, and performance targets as described in Attachment A, "Program Description" and as found in the Recipient's lowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

ARTICLE 4 TERMS OF AGREEMENT

4.1 TERM OF AGREEMENT The term of this Agreement shall be from October 11, 2016 (Start Date) through September

- 30, 2021 (End Date), unless terminated earlier in accordance with the Termination section of this Agreement pursuant to ARTICLE 7. Services shall be undertaken in such a manner as to assure their timely and expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 4.2 <u>MAXIMUM PAYMENTS</u>. It is expressly understood and agreed that the maximum amounts to be paid to ISU by the Authority for any item of work or service shall conform to the budget as presented in the "Budget Activity" as found in the Recipient's lowaGrants.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 C of this Contract.
- 4.3 <u>ADMINISTRATION</u>. 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 lowa 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.
- 4.4 <u>PRIOR COSTS</u>. Costs for certain activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.

ARTICLE 5

- 5.1 <u>FUNDING SOURCE</u>. The source of funding for this Agreement is the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013 for the "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) FR-5800-N-29A2 Application Due Date: October 27, 2015.
- 5.2 <u>PAYMENT FOR PROFESSIONAL SERVICES MAXIMUM AMOUNT.</u> The total amount paid under this Agreement shall not exceed \$2,112,500.00. ISU shall provide IEDA the documentation required to substantiate its claim
- PAYMENT PROCESS. ISU shall prepare and submit to the Authority any draw requests for funds under this Contract at least quarterly during the term of this Contract for actual costs. ISU may submit draw requests prior to payment by ISU of such expenditures. Such draw request is subject to approval by the Authority in its sole discretion. If the Authority does not approve such draw request, the Authority shall notify ISU no later than 10 business days after receipt of such draw request. If the Authority approves such draw request, the Authority shall make payment to ISU in conformance with lowa Code section 8A.514 (2009); however, without waiving its rights under lowa Code section 8A.514 (2009), the Authority shall endeavor to pay claims to ISU within 21 days of the Authority's receipt of such draw request. ISU will not hold funds distributed under this Contract more than ten (10) days prior to disbursement thereof by ISU. Payment shall be through "lowaGrants.gov".
- 5.4 <u>GENERAL</u>. ISU shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in ISU's approved Attachment A "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.5 <u>BUDGET REVISIONS</u>. 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.
- 5.6 <u>PROHIBITION ON USE OF FUNDS</u>. 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-NDR activity as authorized by HUD. No funds provided under this Contract may be used for the

purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.

- 5.7 <u>COMPLIANCE WITH PROGRAM RULES</u>. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT</u>. 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.) in 2011, 2012, and 2013.

ARTICLE 6 PROJECT MANAGEMENT AND REPORTING

6.1 <u>PROJECT MANAGERS.</u> Each Party shall designate a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available to meet at least quarterly, unless otherwise mutually agreed, to review the services being provided under this Agreement.

The following individuals have been identified as the Project Managers:

For IEDA:

Shelly Peterson, P.E., Project Manager

E-mail: Shelly.Peterson@iowa.gov

Phone: 515.725.0418

For ISU:

Jamie Benning

Program Manager, Agriculture and Natural Resources-Extension

515.294.6038

benning@iastate.edu

- 6.2 <u>REVIEW MEETINGS.</u> During the review meetings the Project Managers shall discuss progress made in the performance of this Agreement. Each Party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Agreement performance shall be maintained by each Party. The Project managers shall work together diligently and in good faith to resolve any problems in the administration of this Agreement.
- 6.3 <u>REVIEW MEETING REPORTS.</u> At the next scheduled meeting after which any Party has identified in writing a problem, the Party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

a. Any event not within the control of the IEDA or ISU that accounts for the problem;

b. Proposed amendments to this Agreement needed in order to remedy or solve the identified problem;

- c. Any request or demand for services by one Party that another Party believes are not included within the terms of this Agreement.
- 6.4 <u>REPORTS.</u> ISU shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. ISU shall review all Requests for Payment and verify that claimed expenditures are Allowable Costs. ISU shall maintain documentation adequate to support the claimed costs.

DUE DATE

REPORT

Request for Payment

At least every three (3) months

Activity Status Report

At least every three (3) months

 Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)

As needed due to changes

4.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"	
5.	Final request for Payment / Status Report	Within 30 days of End Date	
6.	Long-term Commitment report as required by the authority (if applicable)	Within 30 days of End Date	
7.	Other reports and documents 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 ISU's CDBG-NDR program.

ARTICLE 7 TERMINATION

This Agreement may be terminated under the following circumstances:

- 7.1 <u>TERMINATION DUE TO DISCONTINUANCE, ALTERATION OR REDUCTION IN FUNDING.</u> Either Party shall have the right to terminate this Agreement without penalty by giving sixty (60) days' written notice to the other Party. The termination notice shall indicate that the agency is terminating due to any one or more of the following circumstances:
 - Adequate funds are not appropriated or granted to ISU or IEDA to operate as required and to fulfill its obligations under this Agreement;
 - b. Funds are de-appropriated or not allocated or if funds needed by ISU or IEDA are insufficient for any reason;
 - c. ISU's or IEDA's authorization to operate is withdrawn or there is a material alteration in the programs administered by ISU or IEDA:
 - d. IEDA's or ISU's duties are substantially modified, or its funding or staffing levels are inadequate to fulfill its obligations under this Agreement.
- 7.2 <u>TERMINATION DUE TO AN UNREMEDIED EVENT OF DEFAULT.</u> If an Event of Default occurs as defined in ARTICLE 8 and has not been cured within the time allowed in ARTICLE 8,2 this Agreement may be terminated.
- 7.3 <u>TERMINATION FOR CONVENIENCE.</u> This Agreement may be terminated upon mutual written agreement of ISU and IEDA.
- 7.4 <u>EVENTS UPON TERMINATION.</u> If this Agreement is terminated, ISU and IEDA shall negotiate the terms of winding down the activities under this Agreement. IEDA shall pay only those amounts, if any, due and owing to ISU up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement. ISU shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.

ARTICLE 8 EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE

- 8.1 <u>EVENTS OF DEFAULT.</u> The occurrence of or any one or more of the following events shall constitute cause for a Party to declare the other in default of its obligations under this Agreement.
 - a. A breach of any term of this Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement; or
 - d. Engaging in conduct that may expose the other Party to liability.
- 8.2 NOTICE OF DEFAULT. If a Party determines that an Event of Default has occurred, the Party shall provide written notice to the other Party requesting that the breach or noncompliance be remedied within 30 days of receipt of the written Notice of Default. If the breach or noncompliance is not remedied, this following options are available:
 - a. Immediately terminate this Agreement without additional written notice; or,
 - b. Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

MISCELLANEOUS.

- 9.1 GOVERNING LAW. This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.
- 9.2 <u>AGREEMENT AMENDMENTS.</u> AGREEMENT AMENDMENTS. The Agreement may only be amended as provided for in Section 1.0 of the General Provisions, Attachment C of this Contract.
- 9.3 NOTICES. Whenever this Contract requires or permits any notice or written request by one party to another, it shall be in delivered through lowaGrants.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 ISU set forth heretofore, as modified from time to time, as being the address of ISU.
- 9.4 <u>HEADINGS.</u> ARTICLE headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.
- 9.5 AGREEMENT COMPLIANCE; DISPUTE RESOLUTION. ISU and IEDA are state agencies within the state of lowa. Pursuant to Iowa Code Section 679A.19 any dispute between ISU and IEDA involving this Agreement that cannot be resolved after reasonable negotiation shall be submitted to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by ISU, one member appointed by IEDA and one member appointed by the governor. The decision of the arbitration board shall be final.
- 9.6 <u>WAIVERS.</u> No waiver by either Party of any Event of 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 either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any other right or remedy.
- 9.7 <u>COUNTERPARTS</u>. This Agreement 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 but one and the same instrument.
- 9.8 <u>SURVIVAL OF REPRESENTATIONS</u>. All representations and warranties made herein or in any other documents related to this Agreement shall survive the execution and delivery of this Agreement shall continue in full force and effect.
- 9.9 <u>SEVERABILITY OF PROVISIONS</u>. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and any other related document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other related document are intended to be subject at all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other related document invalid or unenforceable.
- 9.10 NONASSIGNMENT. This Agreement may not be assigned without the written consent of both IEDA and ISU.
- 9.11 <u>INTEGRATION.</u> This Agreement contains the entire understanding between ISU and IEDA relating to the subject matter hereof and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.
- 9.12 OWNERSHIP OF WORK PRODUCT. IEDA shall own all work products developed and delivered to IEDA in connection with this Contract. University shall give IEDA all assistance reasonably requested by IEDA to perfect IEDA's ownership of all work produced and delivered to IEDA under this Contract, including the execution and delivery of documents assigning title to IEDA work produced under this Contract. All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the work produced and delivered to IEDA under this Contract shall be the property of IEDA. IEDA shall grant University a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work produced and delivered under this Contract for the purposes of complying with this Contract, for University's own non-commercial; research and educational purposes, or any relevant provision of state or federal law. University retains rights to the raw data not owned by IEDA, or any methodology, concepts or technology that may have resulted from the project but were not part of the deliverables to IEDA in the final work products.
- 9.13 <u>RECORDS</u>. ISU 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, including but not limited to all Subcontracts (defined herein), invoices and other records. ISU shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

ARTICLE 10 DOCUMENTS INCORPORATED BY REFERENCE

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. ISU Shall Comply with the terms and conditions of the following documents which are hereby incorporated by reference
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 <u>ORDER OF PRIORITY</u>. In The event of a conflict between documents of this Contract, the following order of priority shall govern:
 - (a) Articles 1 through 10 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY</u>. Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B, and C, 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.
- 10.4 <u>IOWAGRANTS.GOV</u>. The Authority reserves the right to require the Recipient to utilize the IowaGrants,gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the "Agreement Effective Date" stated in ARTICLE 4.

FOR IOWA STATE UNIVERSITY:

BY:

Marva Ruther, Senior Award Administrator, Office of Sponsored Programs Administration

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A PROGRAM DESCRIPTION Iowa State University Program Description

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

The Program Description consists of three activities: Iowa Nutrient Research Center; Extension and Outreach; and Iowa Water Center.

ACTIVITY 172-03 Watershed Planning Iowa Nutrient Research Center nutrient practices

Funds distributed to the Iowa Nutrient Research Center will support at least three specific projects in support of the Iowa Watersheds Approach as follows:

Project 1: Develop a framework to monetize the benefits of nutrient-load reducing conservation practices, both as individual practices (e.g. wetlands, ponds) and as "stacked practices." The framework should consider primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit. Project will include analysis of policy barriers and incentives and alternatives to encourage implementation.

Project 2: Develop alternative scenarios for combinations of practices to achieve the lowa Nutrient Reduction Strategy goals. These scenarios should account for different landform regions in lowa, providing alternatives for practice adoption based on the latest monitoring data in lowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: Determine the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality. Do hydrologic changes from weather, land management, or tile drainage impact nutrient processing and E/ET sufficiently to also impact water quantity and quality.

Disaster Tie-back: These projects directly tie to the MID-URN areas as the results will be used to refine hydrologic modeling in the target watersheds, to finesse the best selection of built projects and conservation practices and locations, and to monetize the cost benefit of practices implemented in the MID-URN areas.

Outcome Values

Economic

Soil loss rates will decrease on average 30% across the watersheds as a result of measures installed

Iowa Nutrient Reduction Center Deliverables	
Deliverable	Expected Quantity
Prepare report of scenarios for projects to achieve lowa Nutrient Reduction strategy goals	1
Provide recommendations to incorporate changing hydrologic patterns into hydrologic monitoring	1
Prepare report on strategies to monetize the benefits of nutrient-load reducing conservation practices	1
Submit quarterly report	20

Year 1 (\$130,000)

Q-2 \$0

Q-3

Project 1: \$16,250

 Assemble project team and create an outline of the framework to monetize the benefits of nutrient-load reducing conservation practices.

Project 2: \$16,250

 Assemble project team and create an outline of scenarios for practices to achieve the lowa Nutrient Reduction Strategy goals.

Project 3: \$32,500

Assemble project team and create an outline of approaches to incorporate changing hydrologic patterns.

Q-4

Project 1: \$16,250

Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface
water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty,
and other public benefit.

Project 2: \$16,250

 Develop scenarios to account for different landform regions in lowa, providing alternatives for practice adoption based on the latest monitoring data in lowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: \$32,500

- Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in Iowa for water quantity and quality.
- · Prepare and submit annual report.

Year 2 (\$195,000)

0-1

Project 1: \$16,250

Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface
water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty,
and other public benefit.

Project 2: \$16,250

 Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: \$16,250

 Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-2

Project 1: \$16,250

Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface
water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty,
and other public benefit.

Project 2: \$16,250

 Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: \$16,250

 Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-3

Project 1: \$16,250

Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface
water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty,
and other public benefit.

Project 2: \$16,250

 Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: \$16,250

 Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-4

Project 1: \$16,250

Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface
water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty,
and other public benefit.

Project 2: \$16,250

 Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: \$16,250

- Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- · Prepare and submit annual report.

Year 3 (\$162,500)

Q-1

Project 1: \$16,250

 Analyze policy barriers and incentives and alternatives to encourage implementation of nutrient-load reducing conservation practices.

Project 2: \$16,250

Finalize scenarios for combinations of practices to achieve the lowa Nutrient Reduction Strategy goals.

Project 3: \$16,250

 Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-2

Project 1: \$16,250

 Analyze policy barriers and incentives and alternatives to encourage implementation of nutrient-load reducing conservation practices.

Project 2: \$16,250

Finalize scenarios for combinations of practices to achieve the lowa Nutrient Reduction Strategy goals.

Project 3: \$16,250

 Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-3

Project 1: \$16,250

 Analyze policy barriers and incentives and alternatives to encourage implementation of nutrient-load reducing conservation practices.

Project 3: \$16,250

 Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-4

Project 1: \$16,250

 Finalize strategies to monetize the benefits of nutrient-load reducing conservation practices, both as individual practices (e.g. wetlands, ponds) and as "stacked practices."

Project 3: \$16,250

- Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Prepare and submit annual report.

Year 4 (\$97,500)

0-1

Project 1: \$16,250

 Finalize strategies to monetize the benefits of nutrient-load reducing conservation practices, both as individual practices (e.g. wetlands, ponds) and as "stacked practices."

Project 3: \$16,250

 Evaluate hydrologic changes from weather, land management, or tile drainage and the impact on nutrient processing and E/ET and the correlated impacts to water quantity and quality. Q-2

Project 1: \$16,250

 Finalize strategies to monetize the benefits of nutrient-load reducing conservation practices, both as individual practices (e.g. wetlands, ponds) and as "stacked practices."

Project 3: \$16,250

 Evaluate hydrologic changes from weather, land management, or tile drainage and the impact on nutrient processing and E/ET and the correlated impacts to water quantity and quality.

Q-3

Project 3: \$16,250

 Evaluate hydrologic changes from weather, land management, or tile drainage and the impact on nutrient processing and E/ET and the correlated impacts to water quantity and quality.

Q-4

Project 3: \$16,250

- Evaluate hydrologic changes from weather, land management, or tile drainage and the impact on nutrient processing and E/ET and the correlated impacts to water quantity and quality.
- Prepare and submit annual report.

Year 5 (\$65,000)

Q-1

Project 3: \$16,250

 Finalize recommendations for the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-2

Project 3: \$16,250

 Finalize recommendations for the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-3

Project 3: \$16,250

 Finalize recommendations for the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

0-4

Project 3: \$16,250

- Finalize recommendations for the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Prepare and submit annual report.

ACTIVITY 172-01 Watershed Planning ISU Extension and Outreach

The lowa State University (ISU) Extension and Outreach program plays a pivotal role in the lowa Watershed Approach (IWA) through technical assistance activities consisting primarily of the development of educational and outreach materials and programs for the targeted watersheds as related to one of their core programmatic competencies—agriculture and natural resources. Iowa State University Extension and Outreach's overarching goal in this project is to serve as a resource for decision-makers at all levels, from the WMAs down to individual landowners. Their resources will help participants and partners make informed decisions based on sound science as related to lowa's various landforms, changing hydrologic conditions, ecosystem services, impact on water quantity and quality, and general land management practices. Activities they will develop and lead include:

- theme-based curriculum;
- · workshops and training events;
- field days; and
- social media packages, printed media, web content, and other communications content.

Materials and programs will be developed, in part, based on annual programmatic themes that loosely follow the progression of the IWA program (from formation of WMAs to completion of constructed projects). Potential themes are noted at the beginning of each project year.

ISU Extension and Outreach's programmatic content will also have very close ties to each specific target watershed based on their different landforms, hydrologic conditions, and current stage in the IWA program. For example, year one programs in the North Raccoon River Watershed on the Des Moines Lobe, which needs to start the IWA program with formation of a Watershed Management Authority (WMA), will be different from year one programs in the Upper Iowa River Watershed, which is in the Driftless Region and has already formed a WMA.

Finally, ISU Extension and Outreach activities will be developed and delivered in coordination with other IWA partners to maximize impact. For example, a field day demonstration may be coordinated with the University of Northern Iowa to demonstrate the benefits of both cover crops and prairie strips. Communication messaging strategies will be developed and launched in coordination with several other partners, including the Iowa Department of Natural Resources, the Iowa Department of Agriculture and Land Stewardship, and the Iowa Flood Center. Programs for the general public, organized each year with one of the advisory board meetings, will require assistance from ISU Extension and Outreach and many other partners.

Disaster Tie-back: ISU Extension and Outreach activities will directly impact the MID-URN areas through the development and delivery of science-based content to inform stakeholders and decision makers at all levels. These activities will especially help landowners in the MID-URN area who are participating in the program to select the most appropriate projects/practices to maximize the potential impact on downstream water quantity and quality.

Extension and Outreach Deliverables		
Deliverable	Expected Quantity	
Develop water quality curriculum	1 per watershed	
Prepare social media plan	1 per watershed	
Attend advisory board meeting	10	
Submit quarterly report	20	

Year 1 (\$93,226)

Year 1: (Programmatic Theme: The Iowa Watershed Approach: A Visions for Iowa's Future Under Changing Hydrologic Conditions)

- Q-1 \$24,704
 - Purchase computer for Extension Program Specialist [\$2,000]
 - Develop priorities for water quality curriculum for field days and on-farm education [\$6,900]
 - · Coordination of field days, workshops and other events with project partners [\$6,900]
 - Work with IWA partners in the development of a communication plan to enhance communication between watershed coordinators, NGO and governmental agency staff and ISU staff in the Upper Iowa, Upper Wapsi, Middle Cedar, English, and Clear Creek project watersheds [\$6,900]
 - Participate in the IWA Advisory Board Meeting. [\$2,000]

Q-2 \$21,718

- Continue development of water quality curriculum for field days and on-farm education [\$5,017]
- Coordination of field days, workshops and other events with project partners [\$5,017]
- Continue working with IWA partners in the development of a communication plan between watershed coordinators, NGO and governmental agency staff and ISU staff in the East and West Nishnabotna, Middle Cedar, North Raccoon, and Upper Iowa project watersheds [\$6,667]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$5,017]

Q-3 \$21,719

- Continue development of water quality curriculum for field days and on-farm education [\$ 4,345]
- Coordination of field days, workshops and other events with project partners [\$4,345]
- Continue enhancement plan for communication between watershed coordinators, NGO and governmental agency staff and ISU staff in the project watersheds [\$4,843]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,343]
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities [\$3,843].

Q-4 \$25,085

- Continue development of water quality curriculum for field days and on-farm education [\$5,017]
- Coordination of field days, workshops and other events with project partners [\$5,017]
- · Assist with the development of print, web, and multi-media outreach materials [\$4,017]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,017]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$5,017]
- Submit end-of-year report to IEDA and IFC summarizing activities to date. Report to include participant lists, copies of (or links to) curricula, outreach materials, brochures, social media, and other products delivered by ISU Extension and Outreach over the past year [\$2,000].

Year 2 (\$95,311)

Year 2: (Potential Programmatic Theme: Resilience! Considerations in Improving Resilience Across the Landscape and Within your Community)

Q-1 \$23,828

- Continue development of water quality curriculum for field days and on-farm education [\$4,765]
- Coordination of field days, workshops and other events with project partners [\$4,765]
- · Assist with the development of print, web, and multi-media outreach materials [\$4,766]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$3,766]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$3,766]
- Participate in the IWA Advisory Board Meeting. [\$2,000]

Q-2 \$23,828

- Continue development of water quality curriculum for field days and on-farm education [\$4,765]
- Coordination of field days, workshops and other events with project partners [\$4,765]
- · Assist with the development of print, web, and multi-media outreach materials [\$4,766]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,766]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,766]

Q-3 \$23,828

- · Continue development of water quality curriculum for field days and on-farm education [\$4,765]
- Coordination of field days, workshops and other events with project partners [\$4,765]
- Assist with the development of print, web, and multi-media outreach materials [\$4,766]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$3,766]

- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$3,766]
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities [\$2,000].

Q-4 \$23,827

- · Continue development of water quality curriculum for field days and on-farm education [\$4,365]
- Coordination of field days, workshops and other events with project partners [\$4,365]
- Assist with the development of print, web, and multi-media outreach materials [\$4,365]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,366]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,366]
- Submit end-of-year report to IEDA and IFC summarizing activities to date. [\$2,000]

Year 3 (\$97,447)

Year 3: (Potential Programmatic Theme: Best Practices in Iowa Agriculture for Decreased Flooding and Improved Water Quality)

Q-1 \$24,362

- Continue development of water quality curriculum for field days and on-farm education [\$4,873]
- Coordination of field days, workshops and other events with project partners [\$4,873]
- . Assist with the development of print, web, and multi-media outreach materials [\$4,872]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$3,872]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$3,872]
- Participate in the IWA Advisory Board Meeting, [\$2,000]

Q-2 \$24,362

- Continue development of water quality curriculum for field days and on-farm education [\$4,873]
- Coordination of field days, workshops and other events with project partners [\$4,873]
- Assist with the development of print, web, and multi-media outreach materials [\$4,872]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,872]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,872]

Q-3 \$24,362

- Continue development of water quality curriculum for field days and on-farm education [\$4,873]
- Coordination of field days, workshops and other events with project partners [\$4,873]
- Assist with the development of print, web, and multi-media outreach materials [\$4,872]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$3,872]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$3,872]
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities [\$2,000].

Q-4 \$24,361

- Continue development of water quality curriculum for field days and on-farm education [\$4,472]
- Coordination of field days, workshops and other events with project partners [\$4,473]
- Assist with the development of print, web, and multi-media outreach materials [\$4,472]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,472]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,472]
- Submit end-of-year report to IEDA and IFC summarizing activities to date. [\$2,000]

Year 4 (\$99,636)

Q-1 \$24,909

- Continue development of water quality curriculum for field days and on-farm education [\$4,982]
- Coordination of field days, workshops and other events with project partners [\$4,981]
- Assist with the development of print, web, and multi-media outreach materials [\$4,982]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$3,982]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$3,982]
- · Participate in the IWA Advisory Board Meeting. [\$2,000]

Q-2 \$24,909

- Continue development of water quality curriculum for field days and on-farm education [\$4,982]
- Coordination of field days, workshops and other events with project partners [\$4,981]
- Assist with the development of print, web, and multi-media outreach materials [\$4,982]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,982]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,982]

Q-3 \$24,909

- Continue development of water quality curriculum for field days and on-farm education [\$4,151]
- Coordination of field days, workshops and other events with project partners [\$4,152]
- · Assist with the development of print, web, and multi-media outreach materials [\$4,151]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,152]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,151]
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities [\$4152].

Q-4 \$24,909

- Continue development of water quality curriculum for field days and on-farm education [\$4,582]
- · Coordination of field days, workshops and other events with project partners [\$4,581]
- Assist with the development of print, web, and multi-media outreach materials [\$4,582]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,582]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,582]
- Submit end-of-year report to IEDA and IFC summarizing activities to date. [\$2,000]

Year 5 (\$101,880)

Year 5 (Potential Programmatic Theme: Resiliency of Urban and Rural Watersheds Under Changing Hydrologic Conditions)

Q-1 \$25,470

- Continue development of water quality curriculum for field days and on-farm education [\$4,694]
- Coordination of field days, workshops and other events with project partners [\$4,694]
- Assist with the development of print, web, and multi-media outreach materials [\$4,694].
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,694]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,694]
- Participate in the IWA Advisory Board Meeting. [\$2,000]

Q-2 \$25,470

- Continue development of water quality curriculum for field days and on-farm education [\$ 5,094]
- Coordination of field days, workshops and other events with project partners [\$5,094]
- Assist with the development of print, web, and multi-media outreach materials [\$5,094]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$5,094]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$5,094]

Q-3 \$25,470

- . Continue development of water quality curriculum for field days and on-farm education [\$4,694]
- Coordination of field days, workshops and other events with project partners [\$4,694]
- Assist with the development of print, web, and multi-media outreach materials [\$4,694
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4, 694]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,694]
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities [\$2,000]

Q-4 \$25,470

- Continue development of water quality curriculum for field days and on-farm education [\$4,245]
- · Coordination of field days, workshops and other events with project partners [\$4,245]
- Assist with the development of print, web, and multi-media outreach materials [\$4,245]
- Develop a social media plan and deliver and promote key project messages through social media platforms [\$4,245]
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality [\$4,245]
- Submit final report [\$4,245]

ACTIVITY 172-02 lowa Water Center Soil Loss

The lowa Water Center at lowa State University (ISU) will play a key role in the IWA program through the monitoring and evaluation of soil loss in the target watersheds, changes in hydrologic conditions across the state, and sharing their results through participation in outreach and educational activities.

Specific Iowa Water Center at ISU activities in the target watersheds will include:

- Using the Agriculture Conservation Planning Framework to identify sensitive areas for water runoff and soil erosion;
- · Estimating recent erosion under existing climatic and soil management conditions;
- . Estimating historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands;
- Developing texture maps for HUC 12s and delineate effects on water retention;
- Developing future precipitation profiles based on changing precipitation patterns and accepted climate models;
- · Estimating soil erosion and water runoff; and
- Comparing remotely sensed inputs for the Daily Erosion Project model to field-observed data verification and field control of input data.

Their data will be used in development of the hydrologic models and to help validate the models. They will disseminate their findings to stakeholders through programs, websites, social media, etc. in coordination with other partners.

Disaster Tie-Back: Activities by the lowa Water Center at ISU will directly impact the MID-URNS areas in the target watersheds through the contribution of their data to the hydrologic models (leading to selection of the most appropriate projects and project sites), evaluation of the impacts of projects on water runoff and erosion, and contribution of content to public programming, especially to stakeholders in the MID-URN areas.

Iowa Water Center Deliverables		
Deliverable	Expected Quantity	
Develop texture map	1	
Prepare future precipitation profiles	1	
Develop printed and web communications	7+	
Present findings at Iowa Water Conference	3	
Submit quarterly report	20	

Year 1 (\$212,962)

Q-1 \$40,954

- Use the Agriculture Conservation Planning Framework to identify sensitive areas of water runoff and soil erosion.
 Train project staff in ACPF and inventory which watersheds have been evaluated with ACPF by additional partners.
 [\$8,191]
- Estimate recent erosion under existing climatic and soil management conditions [\$8,191]
- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands [\$8,191]
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners [\$8,191]

Q-2 \$57,336

- Use the Agriculture Conservation Planning Framework to identify sensitive areas of water runoff and soil erosion [\$8,191]
- Estimate recent erosion under existing climatic and soil management conditions [\$8,191]
- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands [\$8,191]
- Develop texture map of the HUC12s and delineate effects on water retention [\$8,191]
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models. [\$8,191]
- Estimate soil erosion and water runoff [\$8,191]
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners [\$8,191]

- Use the Agriculture Conservation Planning Framework to identify sensitive areas of water runoff and soil erosion [\$8,191]
- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands [\$8,191]
- Develop texture map of the HUC12s and delineate effects on water retention [\$8,191]
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models. [\$8,191]
- Estimate soil erosion and water runoff [\$8,191]
- Develop printed and web communications in collaboration with other IWA partners [\$8,191]
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners [\$8,191]

Q-4 \$57,336

- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands [\$8,191]
- Develop texture map of the HUC12s and delineate effects on water retention [\$8,191]
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models. [\$8,191]
- Estimate soil erosion and water runoff [\$8,191]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$8,191]
- Develop printed and web communications in collaboration with other IWA partners [\$8,191]
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners [\$8,191]
- · Prepare and submit annual report.

Year 2 (\$219,251)

Q-1 \$62,643

- Develop texture map of the HUC12s and delineate effects on water retention [\$10,440]
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models. [\$10,440]
- Estimate soil erosion and water runoff [\$10,440]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$10,441]
- Develop printed and web communications [\$10.441]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$10,441]

Q-2 \$52,203

- Develop texture map of the HUC12s and delineate effects on water retention [\$10,441]
- Estimate soil erosion and water runoff [\$10,441]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$10,441]
- Develop printed and web communications [\$10,440]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$10,440]

Q-3 \$52,203

- Develop texture map of the HUC12s and delineate effects on water retention [\$10,441]
- Estimate soil erosion and water runoff [\$10,441]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$10,441]
- Develop printed and web communications [\$10,440]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$10,440]

Q-4 \$52,202

- Develop texture map of the HUC12s and delineate effects on water retention [\$10,441]
- Estimate soil erosion and water runoff [\$10,440]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$10,441]
- Develop printed and web communications [\$10,440]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$10,440]
- Prepare and submit annual report.

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Year 3 (\$225,735)

Q-1 \$71,285

- Develop texture map of the HUC12s and delineate effects on water retention [\$11,881]
- Estimate soil erosion and water runoff [\$11,881]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$11,881]
- Develop printed and web communications [\$11,881]
- · Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,881]
- Prepare presentations and present findings at the Iowa Water Conference [\$11,881]

Q-2 \$59,404

- Estimate soil erosion and water runoff [\$11,881]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$11,881]
- Develop printed and web communications [\$11,881]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,881]
- Prepare presentations and present findings at the lowa Water Conference [\$11,881]

Q-3 \$47,523

- Estimate soil erosion and water runoff [\$11,881]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$11,881]
- Develop printed and web communications [\$11,881]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,881]

Q-4 \$47,523

- Estimate soil erosion and water runoff [\$11,881]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$11,881]
- Develop printed and web communications [\$11,881]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,881]
- Prepare and submit annual report.

Year 4 (\$179,134)

Q-1 \$59,711

- Estimate soil erosion and water runoff [\$11,942]
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data [\$11,942]
- Develop printed and web communications [\$11,942]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,942]
- Prepare presentations and present findings at the lowa Water Conference [\$11,942]

Q-2 \$47,769

- Estimate soil erosion and water runoff [\$11,942]
- Develop printed and web communications [\$11,942]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,942]
- Prepare presentations and present findings at the lowa Water Conference [\$11,942]

Q-3 \$35,827

- Estimate soil erosion and water runoff [\$11,942]
- Develop printed and web communications [\$11,942]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,942]

Q-4 \$35.827

- Estimate soil erosion and water runoff [\$11,942]
- Develop printed and web communications [\$11,942]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$11,942]
- Prepare and submit annual report.

Year 5 (\$137,918)

Q-1 \$39,405

- Estimate soil erosion and water runoff [\$9,851]
- Develop printed and web communications [\$9,851]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$9,851]
- Prepare presentations and present findings at the lowa Water Conference [\$9,851]

Q-2 \$39,405

- Estimate soil erosion and water runoff [\$9,851]
- Develop printed and web communications [\$9,851]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$9,851]
- Prepare presentations and present findings at the lowa Water Conference [\$9,851]

Q-3 \$29,554

- Estimate soil erosion and water runoff [\$9,851]
- Develop printed and web communications [\$9,851]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$9,851]

Q-4 \$29,554

- Estimate soil erosion and water runoff [\$9,851]
- Develop printed and web communications [\$9,851]
- Coordinate grant activities and information dissemination to watersheds and grant partners [\$9,851]
- · Prepare and submit annual report.

ACTIVITY 311

Outcome Value (OV)/Performance Metric Reporting

The IFC will report on Outcome Values associated with the economic, environmental, social, and resiliency goals of the project.

Iowa State University: Outcome Value Deliverables

Deliverable	Projection
# Tons of soil lost per acre	To be determined through a model developed in the beginning of the project
Annual reporting on Outcome Value accomplishments through iowagrants.gov	5

ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 <u>TERMINATION</u>.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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, to the extent permitted by law.
- 11.0 <u>INDEMNIFICATION</u>. The Recipient agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act (lowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or

benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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 in 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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 lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Interagency Agreement

Recipient:

Iowa State University

Contract Number:

13-NDRP-016

Contract Amendment Number:

4

Amendment Effective Date:

June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Iowa State University ("Recipient") is amended as of the date shown above as follows;

- AMEND Article 10.1 DOCUMENTS INCORPORATED BY REFERENCE. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- AMEND Article 10.2 <u>ORDER OF PRIORITY.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- 3. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

- AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u> to number 19.0:
 - *18.0 PROCUREMENT. For purposes of this agreement Iowa State University (ISU), University of Iowa (UI), and University of Northern Iowa (UNI) are considered state agencies and are governed by the Board of Regents, State of Iowa. Purchasing authority is delegated from the Board of Regents through the Universities in accordance with the statutes and administrative rules of the State of Iowa and the procedures of the Board of Regents. All University purchases are made in accordance with University Policy, regardless of source of funds per 2 CFR 200.317 procurements by states.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

5. AMEND Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:

"The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future medifications to be requested through lowaGrants.gov. The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Program Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of lowa's Community Development Block Grant

National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

The Program Description consists of three activities: Iowa Nutrient Research Center; Extension and Outreach; and Iowa Water Center.

ACTIVITY 172-03 Watershed Planning Iowa Nutrient Research Center nutrient practices

Funds distributed to the Iowa Nutrient Research Center will support at least three specific projects in support of the Iowa Watersheds Approach as follows:

Project 1: Develop a framework to monetize the benefits of nutrient-load reducing conservation practices, both as individual practices (e.g. wetlands, ponds) and as "stacked practices." The framework should consider primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit. Project will include analysis of policy barriers and incentives and alternatives to encourage implementation.

Project 2: Develop alternative scenarios for combinations of practices to achieve the Iowa Nutrient Reduction Strategy goals. These scenarios should account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, micro-watershed-scale, to HUC 12 scale.

Project 3: Determine the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality. Do hydrologic changes from weather, land management, or tile drainage impact nutrient processing and E/ET sufficiently to also impact water quantity and quality.

Disaster Tie-back: These projects directly tie to the MID-URN areas as the results will be used to refine hydrologic modeling in the target watersheds, to finesse the best selection of built projects and conservation practices and locations, and to monetize the cost benefit of practices implemented in the MID-URN areas.

Outcome Values

Economic Soil loss rates will decrease on average 30% across the watersheds as a result of measures installed

Deliverable	Expected Quantity
Prepare report of scenarios for projects to achieve Iowa Nutrient Reduction strategy goals	1
Provide recommendations to incorporate changing hydrologic patterns into hydrologic monitoring	1
Prepare report on strategies to monetize the benefits of nutrient-load reducing conservation practices	1
Submit quarterly report	20

Year 1 (\$236,090)

Q-1 \$0

Q-2 \$81,822

- Project 1:
 - Assemble project team and create an outline of the framework to monetize the benefits of nutrient-load reducing conservation practices.
- Project 2:
 - Assemble project team and create an outline of scenarios for practices to achieve the Iowa Nutrient Reduction Strategy goals.
- Project 3:
 - Assemble project team and create an outline of approaches to incorporate changing hydrologic patterns.

Q-3 \$77.738

- · Project 1:
- Project 2:
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-4 \$76,530

- Project 1:
 - Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit.
- Project 2:
 - Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, microwatershed-scale, to HUC 12 scale.
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Prepare and submit annual report.

Year 2 (\$245,848)

Q-1 \$76,530

- Project 1:
 - Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit.
- Project 2:
 - Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, microwatershed-scale, to HUC 12 scale.
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-2 \$56,439

- Project 1:
 - Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit.
- Project 2:
 - Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, microwatershed-scale, to HUC 12 scale.
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-3 \$56,439

- Project 1:
 - Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit.
- Project 2:
 - Develop scenarios to account for different landform regions in Iowa, providing alternatives for practice adoption based on the latest monitoring data in Iowa to better understand linkages from field-scale, microwatershed-scale, to HUC 12 scale.
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-4 \$56,440

· Project 1:

- Research primary on-site and off-site economic benefits of reducing nutrient loads and concentrations in surface water as well as secondary and tertiary benefits such as providing wildlife habitat, ecosystem services, scenic beauty, and other public benefit.
- Project 2:
 - Develop scenarios to account for different landform regions in lowa, providing alternatives for practice adoption based on the latest monitoring data in lowa to better understand linkages from field-scale, microwatershed-scale, to HUC 12 scale.
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Prepare and submit annual report.

Year 3 (\$146,182)

Q-1 \$56,440

- Project 1:
 - Analyze policy barriers and incentives and alternatives to encourage implementation of nutrient-load reducing conservation practices.
 - Project 2:
 - Finalize scenarios for combinations of practices to achieve the lowa Nutrient Reduction Strategy goals.
 - Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.

Q-2 \$29,914

- Project 1:
 - Analyze policy barriers and incentives and alternatives to encourage implementation of nutrient-load reducing conservation practices.
- Project 2:
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Misc: (will be used for administrative or project needs)

Q-3 \$29,914

- Project 1:
 - Analyze policy barriers and incentives and alternatives to encourage implementation of nutrient-load reducing conservation practices.
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Misc: (will be used for administrative or project needs)

Q-4 \$29,914

- Project 1:
 - Finalize strategies to monetize the benefits of nutrient-load reducing conservation practices, both as individual practices (e.g. wetlands, ponds) and as "stacked practices."
- Project 3:
 - Research approaches to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Prepare and submit annual report.
- Misc: (will be used for administrative or project needs)

Year 4 (\$21,880)

Q-1 \$21,880

- Project 3:
 - Evaluate hydrologic changes from weather, land management, or tile drainage and the impact on nutrient processing and E/ET and the correlated impacts to water quantity and quality.
 - Finalize recommendations for the best approach to incorporate changing hydrologic patterns, driven by changing temperature and precipitation trends, into hydrologic modeling in lowa for water quantity and quality.
- Prepare and submit annual report.

ACTIVITY 172-01 Watershed Planning ISU Extension and Outreach

The lowa State University (ISU) Extension and Outreach program plays a pivotal role in the Iowa Watershed Approach (IWA) through technical assistance activities consisting primarily of the development of educational and outreach materials and programs for the targeted watersheds as related to one of their core programmatic competencies—agriculture and natural resources. Iowa State University Extension and Outreach's overarching goal in this project is to serve as a resource for decision-makers at all levels, from the WMAs down to individual landowners. Their resources will help participants and partners make informed decisions based on sound science as related to Iowa's various landforms, changing hydrologic conditions, ecosystem services, impact on water quantity and quality, and general land management practices. Activities they will develop and lead include:

- · theme-based curriculum;
- · workshops and training events;
- field days; and
- · social media packages, printed media, web content, and other communications content.

Materials and programs will be developed, in part, based on annual programmatic themes that loosely follow the progression of the IWA program (from formation of WMAs to completion of constructed projects). Potential themes are noted at the beginning of each project year.

ISU Extension and Outreach's programmatic content will also have very close ties to each specific target watershed based on their different landforms, hydrologic conditions, and current stage in the IWA program. For example, year one programs in the North Raccoon River Watershed on the Des Moines Lobe, which needs to start the IWA program with formation of a Watershed Management Authority (WMA), will be different from year one programs in the Upper Iowa River Watershed, which is in the Driftless Region and has already formed a WMA.

Finally, ISU Extension and Outreach activities will be developed and delivered in coordination with other IWA partners to maximize impact. For example, a field day demonstration may be coordinated with the University of Northern Iowa to demonstrate the benefits of both cover crops and prairie strips. Communication messaging strategies will be developed and launched in coordination with several other partners, including the Iowa Department of Natural Resources, the Iowa Department of Agriculture and Land Stewardship, and the Iowa Flood Center. Programs for the general public, organized each year with one of the advisory board meetings, will require assistance from ISU Extension and Outreach and many other partners.

Disaster Tie-back: ISU Extension and Outreach activities will directly impact the MID-URN areas through the development and delivery of science-based content to inform stakeholders and decision makers at all levels. These activities will especially help landowners in the MID-URN area who are participating in the program to select the most appropriate projects/practices to maximize the potential impact on downstream water quantity and quality.

Exte	ension and Outreach Deliverables
Deliverable	Expected Quantity
Develop water quality curriculum	1 per watershed
Prepare social media plan	1 per watershed
Attend advisory board meeting	10
Submit quarterly report	20

Year 1 (\$93,226)

Year 1: (Programmatic Theme: The Iowa Watershed Approach: A Visions for Iowa's Future Under Changing Hydrologic Conditions)

Q-1 \$24,704

- · Purchase computer for Extension Program Specialist
- Develop priorities for water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- Work with IWA partners in the development of a communication plan to enhance communication between watershed coordinators, NGO and governmental agency staff and ISU staff in the Upper Iowa, Upper Wapsi, Middle Cedar, English, and Clear Creek project watersheds

Participate in the IWA Advisory Board Meeting.

Q-2 \$21,718

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- Continue working with IWA partners in the development of a communication plan between watershed coordinators, NGO and governmental agency staff and ISU staff in the East and West Nishnabotna, Middle Cedar, North Raccoon, and Upper Iowa project watersheds
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality

Q-3 \$21,719

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- Continue enhancement plan for communication between watershed coordinators, NGO and governmental agency staff and ISU staff in the project watersheds
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities

Q-4 \$25,085

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- Assist with the development of print, web, and multi-media outreach materials
- · Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Submit end-of-year report to IEDA and IFC summarizing activities to date. Report to include participant lists, copies of (or links to) curricula, outreach materials, brochures, social media, and other products delivered by ISU Extension and Outreach over the past year

Year 2 (\$95,311)

Year 2: (Potential Programmatic Theme: Resilience! Considerations in Improving Resilience Across the Landscape and Within your Community)

Q-1 \$23,828

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- · Participate in the IWA Advisory Board Meeting.

Q-2 \$23,828

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality

Q-3 \$23,828

- · Continue development of water quality curriculum for field days and on-farm education
- Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities

Q-4 \$23,827

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- · Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Submit end-of-year report to IEDA and IFC summarizing activities to date.

Year 3 (\$97,447)

Year 3: (Potential Programmatic Theme: Best Practices in Iowa Agriculture for Decreased Flooding and Improved Water Quality)

Q-1 \$24,362

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- · Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting.

Q-2 \$24,362

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality

Q-3 \$24,362

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities

Q-4 \$24,361

- · Continue development of water quality curriculum for field days and on-farm education
- . Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Submit end-of-year report to IEDA and IFC summarizing activities to date.

Year 4 (\$99,636)

Year 4: (Potential Programmatic Theme: The Benefits and Impacts of a Watershed Approach to Planning Across Iowa)

Q-1 \$24,909

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- · Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- · Participate in the IWA Advisory Board Meeting.

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality

Q-3 \$24,909

- · Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities

Q-4 \$24,909

- Continue development of water quality curriculum for field days and on-farm education
- Coordination of field days, workshops and other events with project partners
- Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Submit end-of-year report to IEDA and IFC summarizing activities to date.

Year 5 (\$101,880)

Year 5 (Potential Programmatic Theme: Resiliency of Urban and Rural Watersheds Under Changing Hydrologic Conditions)

Q-1 \$25,470

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting.

Q-2 \$25,470

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality

Q-3 \$25,470

- Continue development of water quality curriculum for field days and on-farm education
- Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms.
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality
- Participate in the IWA Advisory Board Meeting and help IWA partners in the organization and implementation of accompanying public event(s), workshops, and other activities

Q-4 \$25,470

- Continue development of water quality curriculum for field days and on-farm education
- · Coordination of field days, workshops and other events with project partners
- · Assist with the development of print, web, and multi-media outreach materials
- Develop a social media plan and deliver and promote key project messages through social media platforms
- Work with ISU Research Farm Associates and Extension Field Specialists to assist with facilitation of on-farm demonstrations and data collection related to water quality

ACTIVITY 172-02 lowa Water Center Soil Loss

The Iowa Water Center at Iowa State University (ISU) will play a key role in the IWA program through the monitoring and evaluation of soil loss in the target watersheds, changes in hydrologic conditions across the state, and sharing their results through participation in outreach and educational activities.

Specific Iowa Water Center at ISU activities in the target watersheds will include:

- Using the Agriculture Conservation Planning Framework to identify sensitive areas for water runoff and soil erosion;
- Estimating recent erosion under existing climatic and soil management conditions;
- Estimating historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands;
- Developing texture maps for HUC 12s and delineate effects on water retention;
- · Developing future precipitation profiles based on changing precipitation patterns and accepted climate models;
- · Estimating soil erosion and water runoff; and
- Comparing remotely sensed inputs for the Daily Erosion Project model to field-observed data verification and field control of input data.

Their data will be used in development of the hydrologic models and to help validate the models. They will disseminate their findings to stakeholders through programs, websites, social media, etc. in coordination with other partners.

Disaster Tie-Back: Activities by the Iowa Water Center at ISU will directly impact the MID-URNS areas in the target watersheds through the contribution of their data to the hydrologic models (leading to selection of the most appropriate projects and project sites), evaluation of the impacts of projects on water runoff and erosion, and contribution of content to public programming, especially to stakeholders in the MID-URN areas.

Deliverable	Expected Quantity
Develop texture map	1
Prepare future precipitation profiles	10
Develop printed and web communications	7+
Present findings at Iowa Water Conference	3

Year 1 (\$212,962)

Q-1 \$40.954

- Use the Agriculture Conservation Planning Framework to identify sensitive areas of water runoff and soil erosion.
 Train project staff in ACPF and inventory which watersheds have been evaluated with ACPF by additional partners.
- · Estimate recent erosion under existing climatic and soil management conditions
- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners

Q-2 \$57,336

- Use the Agriculture Conservation Planning Framework to identify sensitive areas of water runoff and soil erosion
- · Estimate recent erosion under existing climatic and soil management conditions
- . Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands
- . Develop texture map of the HUC12s and delineate effects on water retention
- · Develop future precipitation profiles based on changing precipitation patterns and accepted climate models
- · Estimate soil erosion and water runoff
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners

Q-3 \$57,336

- Use the Agriculture Conservation Planning Framework to identify sensitive areas of water runoff and soil erosion
- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands
- Develop texture map of the HUC12s and delineate effects on water retention
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models.
- · Estimate soil erosion and water runoff
- Develop printed and web communications in collaboration with other IWA partners
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners

Q-4 \$57,336

- Estimate historical loss of soil from targeted HUC 12s and its impact on water retention on the uplands
- Develop texture map of the HUC12s and delineate effects on water retention
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models.
- Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications in collaboration with other IWA partners
- Coordinate grant activities and information dissemination to watersheds and grant partners in collaboration with other IWA partners
- · Prepare and submit annual report.

Year 2 (\$219,251)

Q-1 \$62,643

- Develop texture map of the HUC12s and delineate effects on water retention
- Develop future precipitation profiles based on changing precipitation patterns and accepted climate models.
- · Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners

Q-2 \$52,203

- Develop texture map of the HUC12s and delineate effects on water retention.
- Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners

Q-3 \$52,203

- Develop texture map of the HUC12s and delineate effects on water retention
- Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners

Q-4 \$52,202

- Develop texture map of the HUC12s and delineate effects on water retention
- Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners
- Prepare and submit annual report.

Year 3 (\$225,735)

Q-1 \$71,285

· Develop texture map of the HUC12s and delineate effects on water retention

- · Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners
- · Prepare presentations and present findings at the lowa Water Conference

Q-2 \$59,404

- Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners

Prepare presentations and present findings at the Iowa Water Conference

Q-3 \$47,523

- · Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners

Q-4 \$47,523

- · Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners
- Prepare and submit annual report.

Year 4 (\$179,134)

Q-1 \$59.711

- Estimate soil erosion and water runoff
- Compare remotely sensed inputs for the Daily Erosion Project model to field observed data verification and field control of input data
- Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners
- Prepare presentations and present findings at the lowa Water Conference

Q-2 \$47,769

- · Estimate soil erosion and water runoff
- Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners
- · Prepare presentations and present findings at the Iowa Water Conference

Q-3 \$35,827

- · Estimate soil erosion and water runoff
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners

Q-4 \$35,827

- · Estimate soil erosion and water runoff
- · Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners
- Prepare and submit annual report.

Year 5 (\$137,918)

Q-1 \$39,405

- Estimate soil erosion and water runoff
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners

Prepare presentations and present findings at the lowa Water Conference

Q-2 \$39,405

- Estimate soil erosion and water runoff
- Develop printed and web communications
- Coordinate grant activities and information dissemination to watersheds and grant partners
- Prepare presentations and present findings at the lowa Water Conference

Q-3 \$29,554

- Estimate soil erosion and water runoff
- · Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners

Q-4 \$29,554

- Estimate soil erosion and water runoff
- Develop printed and web communications
- · Coordinate grant activities and information dissemination to watersheds and grant partners
- · Prepare and submit annual report.

ACTIVITY 311 Outcome Value (OV)/Performance Metric Reporting

The IFC will report on Outcome Values associated with the economic, environmental, social, and resiliency goals of the project.

Iowa State University: Outcome Value Deliverables	
Deliverable	Projection
# Tons of soil lost per acre	To be determined through a model developed in the beginning of the project
Annual reporting on Outcome Value accomplishments through iowagrants.gov	5

AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Iowa State University

BY: Mana K Ruffen 6/28/2017

Marva Ruther, Senior Award Administrator, Office of Sponsored Programs Administration

IOWA ECONOMIC DEVELOPMENT AUTHORITY

100 lb

INTERAGENCY AGREEMENT

PARTIES:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT

AGREEMENT NUMBER

13-NDRP-017

This Interagency Agreement ("Agreement" or "Contract") is made as of the date stated in Article 4.1 by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY ("Authority" or "IEDA") and the IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT ("HSEMD" or "Recipient"), collectively referred to as the "Parties".

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 IDENTITY OF THE PARTIES

- 1.1 <u>IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT.</u> The Iowa Homeland Security and Emergency Management Department's mission is to Lead, coordinate, and support homeland security and emergency management functions in order to establish sustainable communities and ensure economic opportunities for Iowa and its citizens. HSEMD's address is: HSEMD, 7900 Hickman Road, Suite 500 | Windsor Heights, IA 50324.
- 1.2 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY.</u> "IEDA" is the economic development authority created in 2011 lowa Acts, House File 590. It is a public instrumentality and agency of the state exercising public and essential governmental functions and undertaking programs which implement economic development policy in the state. IEDA's address is 200 East Grand Avenue, Des Moines, IA 50309.

ARTICLE 2 DEFINITIONS

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

2.1 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.

- 2.2 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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 2.3 AGREEMENT OR CONTRACT. "Agreement" or "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 2.4 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 2.5 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.
- 2.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 2.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 2.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 2.9 END DATE. "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 8.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 2.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 2.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 2.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 2.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 2.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above,

- 2.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 2.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 2.17 PROGRAM. "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 2.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 2.19 <u>PROGRAM RULES.</u> "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 2.20 <u>PROJECT.</u> "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and IowaGrants.gov.
- 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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 3 PURPOSE; PROGRAM DESCRIPTION; PERFORMANCE TARGETS

- 3.1 <u>PURPOSE.</u> HSEMD shall provide assistance in: 1) outreach and education activities and 2) development of planning documents associated with the HUD lowa Watershed Approach.
- 3.2 <u>PROGRAM DESCRIPTION.</u> The services to be provided by HSEMD are found in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account.
- 3.3 <u>PERFORMANCE TARGETS</u>. By the End Date, HSEMD shall have accomplished the activities, deliverables, and performance targets as described in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

ARTICLE 4 TERM OF AGREEMENT

- 4.1 <u>TIME OF PERFORMANCE</u>. The term of this Agreement shall be from October 11, 2016 (Start Date) through September 30, 2021 (End Date), unless terminated earlier in accordance with the Termination section of this Agreement pursuant to Article 7. Services shall be undertaken in such a manner as to assure their timely and expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 4.2 <u>MAXIMUM PAYMENTS.</u> It is expressly understood and agreed that the maximum amounts to be paid to HSEMD by the Authority for any item of work or service shall conform to the budget as presented in 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 C of this Contract.

- 4.3 <u>ADMINISTRATION.</u> 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 lowa 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.
- 4.4 <u>PRIOR COSTS</u>. Costs for certain activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.

ARTICLE 5 FUNDS

- 5.1 <u>FUNDING SOURCE.</u> IEDA shall provide the funds for this agreement from the monies provided to IEDA by the U.S. Department of Housing and Urban Development Community Development Block Grant NDR funds.
- 5.2 <u>PAYMENT FOR PROFESSIONAL SERVICES-MAXIMUM AMOUNT.</u> The total amount paid under this Agreement shall not exceed \$2,174,752. HSEMD shall provide IEDA the documentation required to substantiate its claim.
- PAYMENT PROCESS. HSEMD shall prepare and submit to the Authority any draw requests for funds under this Contract at least quarterly during the term of this Contract for actual costs. HSEMD may submit draw requests prior to payment by HSEMD of such expenditures. Such draw request is subject to approval by the Authority in its sole discretion. If the Authority does not approve such draw request, the Authority shall notify HSEMD no later than 10 business days after receipt of such draw request. If the Authority approves such draw request, the Authority shall make payment to HSEMD in conformance with lowa Code section 8A.514 (2009); however, without waiving its rights under lowa Code section 8A.514 (2009), the Authority shall endeavor to pay claims to HSEMD within 21 days of the Authority's receipt of such draw request. HSEMD will not hold funds distributed under this Contract more than ten (10) days prior to disbursement thereof by HSEMD. Payment shall be through "lowaGrants.gov".
- 5.4 <u>GENERAL.</u> HSEMD shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in HSEMD's approved Attachment A "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.5 <u>BUDGET REVISIONS.</u> 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.
- 5.6 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-NDR activity as authorized by HUD. No funds provided under this Contract may be used for the purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved

Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.

- 5.7 <u>COMPLIANCE WITH PROGRAM RULES</u>. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

ARTICLE 6 PROJECT MANAGEMENT AND REPORTING

6.1 <u>PROJECT MANAGERS.</u> Each Party shall designate a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available to meet quarterly, unless otherwise mutually agreed, to review the coordination being provided under this Agreement. For purposes of this agreement the starting date of each quarter is July 1, October 1, January 1, and April 1.

For IEDA: Shelly Peterson, P.E., Project Manager

E-mail: Shelly.Peterson@iowa.gov

Phone: 515.725.0418

For HSEMD: Jessica Turba, State Hazard Mitigation & Disaster Recovery Planner

E-mail: Jessica.Turba@iowa.gov

Phone: 515.725.9383

- 6.2 <u>REVIEW MEETINGS.</u> During the review meetings the Project Managers shall discuss progress made in the performance of this Agreement. Each Party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Agreement performance shall be maintained by each Party. The Project managers shall work together diligently and in good faith to resolve any problems in the administration of this Agreement.
- 6.3 <u>REVIEW MEETING REPORTS.</u> At the next scheduled meeting after which any Party has identified in writing a problem, the Party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:
 - a. Any event not within the control of the IEDA or HSEMD that accounts for the problem;
 - b. Proposed amendments to this Agreement needed in order to remedy or solve the identified problem;
 - c. Any request or demand for services by one Party that another Party believes are not included within the terms of this Agreement.
- 6.4 <u>REPORTS.</u> HSEMD shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. HSEMD shall review all Requests for Payment and verify that claimed expenditures are Allowable Costs. HSEMD shall maintain documentation adequate to support the claimed costs.

REPO	DRT	DUE DATE
1.	Request for Payment	At least every three (3) months
2.	Activity Status Report	At least every three (3) months
3.	Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
4.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
5.	Final request for Payment / Status Report	Within 30 days of End Date
6.	Long-term Commitment report as required by the authority (if applicable)	Within 30 days of End Date
7.	Other reports and documents 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 HSEMD's CDBG-NDR program.

ARTICLE 7 TERMINATION

This Agreement may be terminated under the following circumstances:

- 7.1 <u>TERMINATION DUE TO DISCONTINUANCE, ALTERATION OR REDUCTION IN FUNDING.</u> Either Party shall have the right to terminate this Agreement without penalty by giving sixty (60) days' written notice to the other Party. The termination notice shall also indicate that the agency is terminating due any one or more of the following circumstances:
 - a. Adequate funds are not appropriated or granted to IEDA or HSEMD to operate as required and to fulfill its obligations under this Agreement;
 - b. Funds are de-appropriated or not allocated or if funds needed by IEDA or HSEMD are insufficient for any reason;
 - c. IEDA or HSEMD authorization to operate is withdrawn or there is material alteration in the programs administered by IEDA or HSEMD;
 - d. IEDA or HSEMD's duties are substantially modified, or its funding or staffing levels are inadequate to fulfill its obligations under this Agreement.
- 7.2 <u>TERMINATION DUE TO AN UNREMEDIED EVENT OR DEFAULT.</u> If an Event of Default occurs as defined in Article 8 and has not been cured within the time allowed in Article 8.2, this Agreement may be terminated.
- 7.3 <u>TERMINATION FOR CONVENIENCE</u>. This Agreement may be terminated upon mutual written agreement of IEDA and HSEMD.
- 7.4 <u>EVENTS UPON TERMINATION.</u> If this Agreement is terminated, IEDA and HSEMD shall negotiate the terms of winding down the activities under this Agreement. IEDA shall pay only those amounts, if any; due and owing to HSEMD up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement, HSEMD shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.

ARTICLE 8 EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE

- 8.1 <u>EVENTS OF DEFAULT.</u> The occurrence of or any one or more of the following events shall constitute cause for a Party to declare the other in default of its obligations under this Agreement.
 - a. A breach of any term of this Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
 - c. Failure to comply with applicable federal, state and local laws, rules ordinances, regulations and orders when performing within the scope of this Agreement; or
 - d. Engaging in conduct that may expose the other Party to liability.
- 8.2 NOTICE OF DEFAULT. If a Party determines that an Event of Default has occurred, the Party shall provide written notice to the other Party requesting that the breach or noncompliance be remedied within 30 days of receipt of the written Notice of Default. If the breach or noncompliance is not remedied, the following options are available:
 - a. Immediately terminate this Agreement without additional written notice; or
 - b. Enforce the terms and conditions of this Agreement and seek any legal or equitable remedies.

ARTICLE 9 MISCELLANEOUS

- 9.1 GOVERNING LAW. This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.
- 9.2 AGREEMENT AMENDMENTS. The Agreement may only be amended as provided for in Section 1.0 of the General Provisions, Attachment C of this Contract.
- 9.3 NOTICES. Whenever this Contract requires or permits any notice or written request by one party to another, it shall be in delivered through lowaGrants.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 HSEMD set forth heretofore, as modified from time to time, as being the address of HSEMD.
- 9.4 <u>HEADINGS.</u> Article headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.
- 9.5 AGREEMENT COMPLIANCE; DISPUTE RESOLUTION. IEDA and HSEMD are state agencies within the State of Iowa. Pursuant to Iowa Code Section 679A.19 any dispute between the IEDA and HSEMD involving this Agreement that cannot be resolved after reasonable negotiation shall be submitted to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by HSEMD, one member appointed by IEDA and one member appointed by the governor. The decision of the arbitration board shall be final.
- 9.6 <u>WAIVERS.</u> No waiver by either Party of any Event of 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 either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any other right or remedy.
- 9.7 <u>COUNTERPARTS.</u> This Agreement 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 but one and the same instrument.

- 9.8 <u>SURVIVAL OF REPRESENTATIONS</u>. All representations and warranties made herein or in any other documents related to this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.
- 9.9 <u>SEVERABILITY OF PROVISION.</u> Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and any other related document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other related document are intended to be subject at all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other related document invalid or unenforceable.
- 9.10 NONASSIGNMENT. This Agreement may not be assigned without the written consent of both IEDA and HSEMD.
- 9.11 INTEGRATION. This Agreement contains the entire understanding between HSEMD and IEDA relating to the subject matter hereof and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.
- 9.12 <u>RECORDS.</u> HSEMD 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, including but not limited to all Subcontracts (defined herein), invoices and other records. HSEMD shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

ARTICLE 10 DOCUMENTS INCORPORATED BY REFERENCE

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> HSEMD Shall Comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 <u>ORDER OF PRIORITY.</u> In The event of a conflict between documents of this Contract, the following order of priority shall govern:
 - (a) Articles 1 through 10 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in Iowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B, and C, 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.
- 10.4 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Start Date as stated in Article 4.1.

FOR THE IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT:

BY:

Mark Schouten, Director

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A PROGRAM DESCRIPTION

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

IOWA DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Deliverables – Activity 172-01 Watershed Planning Mitigation and Recovery Activities

Deliverables	
	Deliverable Goal
Local Flood Risk Assessments (to be incorporated into Enhanced Plan) Yr4Q4	41
Update Enhanced State Hazard Mitigation Plan with flood risk assessment Yr3Q1	1
GIS/Data modeling product for Flood Risk Assessments Yr4Q3	9
lowa Disaster Recovery Plan with integrated resiliency best practices (IFC) Yr3Q4	1
Loss Avoidance Results Yr4Q4	9
Best Practices Guidance for EMAs (Resiliency Strategies Report) Yr4Q3	1
Local Recovery Plans	
Quarterly Reports	20

Disaster Tie-back

<u>GIS technical support</u> is necessary for the development of flood risk data sets. These will be integrated into the local hazard mitigation and disaster resilience planning products. HAZUS runs will be required for the development of this data. The planning flood risk assessment will be used to identify potential risk reduction activities, funding sources, and timelines for implementation. This project identification data pushes forward flood resiliency for these MID-URN communities.

<u>Capacity Building</u> will include the activities and training necessary to inform emergency management personnel and local leaders on disaster resiliency best practices in their communities. These activities include the integration of several planning activities from the IDNR, IDALS, IFC, and others into emergency management planning and implementation work. This comprehensive approach to disaster resiliency at the local level will benefit the MID-URN areas by increasing the capacity and efficiency of services delivered by emergency management stakeholders and partners.

The <u>Flood Mitigation Board</u> has dedicated funding for flood resilient solutions at the local level. These investments in structural solutions will benefit the MID-URN areas and can also be leveraged for future state investment to build resiliency in the most impacted and distressed areas.

311 Outcome Values Projections

Resilience

One Enhanced State Hazard Mitigation Plan

Resilience

One Disaster Recovery Plan

Iowa Homeland Security & Emergency Management - Scope of Work

 GIS Technical Support – Utilizing data from NDR funded hydrology, conducted by the IFC, in target watersheds, and/or newly completed floodplain mapping data, HSEMD will provide GIS technical support needed to incorporate this new data into State and local hazardous mitigation planning.

- Utilize HAZUS modeling software for 1) flood risk assessments and 2) data overlays for analysis and GIS mapping.
- Create GIS/data modeling products as part of flood risk assessments (9) showing:
 - Risks and vulnerability in planning and
 - Identifying assets (property, businesses) at risk in the MID-URN areas of the target watersheds.
- Provide created datasets to County Emergency Management Commissions, in target watershed, to analyze as part of their risk assessments and flood reduction activities.
 - Commissions to provide communities with the data files for integration into their own multijurisdictional plan updates.
 - Coordinate with the Emergency Management Commissions and WMAs to support their Disaster Recovery Planning updates.
- Created datasets will be incorporated, by HSEMD, into the state's hazard mitigation and disaster recovery planning documents
 - Flood Risk Assessment is part of the Enhanced State Hazard Mitigation Plan
- <u>Capacity Building</u> through Hazard Mitigation Planning and Technical Support Provide planning and technical
 assistance in support of the Enhanced State Hazard Mitigation Plan and local plans for communities in target
 watersheds, assuring it includes strategies developed as part of the NDR grant.
 - Provide planning and technical support to local emergency management coordinators and commissions to integrate NDR projects into their local mitigation and disaster recovery planning
 - Participate in local engagement activities coordinated by IFC and watershed project coordinators including initial HSEMD and EMA disaster planning events
 - Conduct predictive modeling for flood risk analysis and planning efforts which will be available for the Enhanced State Hazard Mitigation Plan.
 - o Update Iowa's Enhanced State Mitigation Plan and Iowa Disaster Recovery Plan
 - o In partnership with the IFC, CEA and emergency management staff, develop a Resiliency Strategies Report for use in future flood events. Build a model for future watershed improvements and strategies based on lessons learned from the implementation of the NDR grant. Staff will also utilize data reported from completed construction projects to compile loss avoidance results in the most impacted and distressed areas. HSEMD will develop a model for future strategic project implementation with multiple funding streams.
- Flood Mitigation Board Technical Assistance Communicate efforts, as part of the NDR grant, to the Flood
 Mitigation Board. Identify additional state resources to build resiliency in the most impacted and distressed area
 - The quarterly status of all NDR activities are reported to HUD and posted at http://www.iowaeconomicdevelopment.com/Community/NDR
 - Provide semi-annual flood mitigation project status reports in January and July to the Flood Mitigation Board of the scope of work and expenses incurred for the Dubuque, Storm Lake and Coralville NDR funded projects
 - Identify additional state resources to build resiliency in the most impacted and distressed areas of Dubuque, Storm Lake and Coralville

Planning Cost Projections & Activities per Quarter

\$1,827,352

Year 1 (\$413,808):

Q-1 \$103,452

- <u>Capacity Building</u> Identify all disaster recovery and hazard mitigation plans in the Watersheds targeted for planning and implementation work.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators

- Capacity Building Begin developing Resiliency Strategies Report for use in future flood events. Work with IFC
 and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- GIS Technical Support Review initial inventory of available data sets for flood risk assessment related to hydrology, hydraulics, and structures in the NDR target watersheds.
- GIS Technical Support Identify potential uses for the GIS data sets and Hazus modeling related to Comprehensive Emergency Management Planning and Project Identification
- <u>Capacity Building</u> Begin working on the Update for Iowa's Enhanced Mitigation Plan and Iowa Disaster Recovery Plan.
- <u>Capacity Building</u> Begin development of a model for future strategic project implementation with multiple funding streams. This could be a crosswalk of programs and capabilities. Ultimately placed in the Disaster Recovery and/or Enhanced State Hazard Mitigation Plans.

Q-2 \$103,452

- . GIS Technical Support Identify entities who will work with the GIS data sets and Hazus modeling.
- <u>Capacity Building</u> Develop guidance on best practices and framework to assist EMA training and potential NDR project development.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by the Iowa Flood Center and WMAs
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned.
- GIS Technical Support Perform a GAP analysis for GIS data layers and building inventory related to flood
 risk Hazus modeling
- <u>Capacity Building</u> Update Iowa's Enhanced Mitigation Plan and Disaster Recovery Plan as data is collected
- <u>Capacity Building</u> Continue development of a model for future strategic project implementation with multiple funding streams

Q-3 \$103,452

- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- GIS Technical Support Develop an approach for gathering improved/new data sets for flood risk assessment, coordinate with partners
- <u>Capacity Building</u> Begin modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Flood Mitigation Board Technical Assistance Begin gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Perform a GAP analysis on technical skills sets of eventual end users of the GIS/HAZUS modeling outputs

Q-4 \$103,452

- GIS Technical Support Begin HAZUS runs for jurisdictions.
- <u>Capacity Building</u> Begin providing planning and technical support to county EMAs to Integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- GIS Technical Support Begin Incorporating datasets into state's hazard mitigation and disaster recovery planning
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the Enhanced State Hazard Mitigation Plan

- Flood Mitigation Board Technical Assistance Begin Identifying additional state federal and/or local resource
 opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation
 Board on results.
- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- Submit Annual Report

Year 2 (\$452,868):

Q-1 \$113,217

- GIS Technical Support Coordinate with watershed management authorities to integrate updated data sets into their work for long-term resilience
- GIS Technical Support Continue HAZUS modeling.
- <u>Capacity Building</u> Continue incorporating datasets into state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMAs to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Capacity Building Update Iowa's Enhanced State Hazard Mitigation Plan and Iowa Disaster Recovery Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.

Q-2 \$113,217

- GIS Technical Support Continue HAZUS modeling. Begin providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- · Capacity Building Update Iowa's Enhanced Mitigation Plan and Iowa Disaster Recovery Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- <u>Capacity Building</u> Begin utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.

Q-3 \$113,217

- GIS Technical Support Continue HAZUS modeling. Continue providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning

- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Capacity Building Update Iowa's Enhanced Mitigation Plan and Iowa Disaster Recovery Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- <u>Capacity Building</u> Begin utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Share best practices with state, federal, and private entities for future strategic project implementation with multiple funding streams. Incorporate feedback as needed.
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.

Q-4 \$113,217

- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- Begin examining gaps for implementation of resiliency, document these unmet needs for future outreach/project
- GIS Technical Support Continue HAZUS modeling. Continue providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Share model for future strategic project implementation with multiple funding streams.
 Incorporate feedback as needed.
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.
- Submit Annual Report

Year 3 (\$282,492)

Q-1 \$68,098

- GIS Technical Support Continue HAZUS modeling. Continue providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Post the Hazard Mitigation Plan to HSEMD's website, which includes the flood risk assessment. <u>DELIVERABLE</u>
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDRC
 lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDRC projects to compile loss avoidance results in most impacted and distressed areas

- <u>Capacity Building</u> Share model for future strategic project implementation with multiple funding streams.
 Incorporate feedback as needed.
- Continue gathering information regarding NDRC efforts for the Flood Mitigation Board through meeting materials and progress reports.

Q-2 \$68,098

- <u>Capacity Building</u> Continue to develop model for future strategic project implementation with multiple funding streams. Incorporate feedback as needed.
- GIS Technical Support Begin providing support to communities as they integrate their data sets into their resiliency planning and project documents. Evaluate HAZUS runs, determine if more work is needed or if complete.
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDRC
 lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- Post model for incorporation into planning mechanisms.
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.

Q-3 \$68,098

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning.
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.

Q-4 \$78,198

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning and project documents
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Capacity Building Post Iowa Disaster Recovery Plan to HSEMD's website. DELIVERABLE

- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work
 with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR
 lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDRC projects to compile loss avoidance results in most impacted and distressed areas
- · Begin tracking integration of model for project development
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.
- Submit Annual Report

Year 4 (\$355,792):

Q-1 \$88,948

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning and project documents
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Hold Quarterly Meeting with the State Hazard Mitigation Team (SHMT, as established by Iowa Executive Order
 62) updating the Hazard Mitigation Plan with new disaster data sets
- <u>Capacity Building</u> Finalize data collection completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- · Begin tracking integration of model for project development
- Flood Mitigation Board Technical Assistance Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.

Q-2 \$88,948

- <u>Capacity Building</u> Continue writing Resiliency Strategies Report for use in future flood events.
- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning documents
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Hold Quarterly Meeting with the State Hazard Mitigation Team, updating the Hazard Mitigation Plan with new disaster data sets
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDRC lessons learned
- <u>Capacity Building</u> Post Final Drafts of Loss Avoidance Studies for project management review.
- <u>Flood Mitigation Board Technical Assistance</u> Continue Identifying additional state federal and/or local resource
 opportunities to build resiliency in the most impacted and distressed area. Report to the State Board on results.

Q-3 \$88,948

<u>Capacity Building</u> – Complete and post Resiliency Strategies Report for use in future flood events.
 <u>DELIVERABLE</u>

- GIS Technical Support Start reporting on the rate of HAZUS modeling and data set integrating into local
 planning documents. Continue providing support to communities as they integrate their data sets into their
 resiliency planning documents.
- GIS Technical Support Complete data integration into the State Hazard Mitigation and Disaster Recovery Planning documents
- <u>Capacity Building</u> Document the technical assistance provided and location of planning information for future use.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Complete modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan <u>DELIVERABLE</u>
- Hold Quarterly Meeting updating the Hazard Mitigation Plan with new disaster data sets
- <u>Capacity Building</u> Post Final Loss Avoidance Studies <u>DELIVERABLE</u> and incorporate them in the Enhanced State Hazard Mitigation and Disaster Recovery Plans.
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDRC efforts for the Flood Mitigation Board through meeting materials and progress reports.

Q-4 \$88,948

- Complete report on Flood Risk Assessment data integrating into local planning documents. DELIVERABLE
- . GIS Technical Support Complete packaging of information for use by the County EMAs.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- Capacity Building Complete inventory of datasets used in 2018 and 2023 plan updates.
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- . Capacity Building Provide Updated Plans and Reports to the State Library.
- <u>Flood Mitigation Board Technical Assistance</u> Provide the Flood Mitigation Board a final report on opportunities for disaster resilience.
- Project Management Team determines appropriate locations for posting materials after program completion.
- Submit Annual Report

Year 5 (\$322,392):

Q-1 \$80,598

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning and project documents
- <u>Capacity Building</u> Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- Capacity Building Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets

Q-2 \$80,598

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning documents
- Capacity Building Continue incorporating datasets into the state's hazard mitigation and disaster recovery
 planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators

- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource
 opportunities to build resiliency in the most impacted and distressed area. Report to the State Board on results.

Q-3 \$80,598

- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets

Q-4 \$80,598

- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets

Deliverables - Activity 181 Administration

Deliverables	Deliverable Goal
Communications Coordination Plan	1
Process to document & track eligible supporting leverage	1
Quarterly Reporting of specific Supporting Leverage	20
IWA Website Hosting	1
Annual MID-URN maps showing location of installed practices in each watershed.	40
BCA validation with constructed project benefits if requested	Only if requested by IEDA/HUD

Iowa Homeland Security & Emergency Management - Scope of Work

The lowa Department of Homeland Security & Emergency Management will facilitate high-level communications with state Directors and Representatives of the Governor's Office; HSEMD will host periodic meetings with designees of state agencies and universities who are conducting planning activities under the NDRC grant.

Administrative activities include:

- · Coordinate the scheduling of meeting facilities
- Determine locations
- Develop agendas
- · Provide administrative support including reporting on meeting outcomes
- Develop communication and outreach strategies on how to effectively communicate the NDRC grant to the public, stakeholders, and leveraged partners.
- Ensure Partners are consistent in defining resiliency as related to IWA projects, plans, communications and provide recovery-based input to supplement definitions where needed.
- Host website to provide information such as:
 - o Progress reporting on activities planned in watersheds
 - o Posting materials developed by entities conducting planning activities
 - o Social media tools
 - o 2-page talking points for the group
 - Links to other pages and websites
- Determine how efforts as part of the NDRC grant will be communicated to the Water Resources Coordinating Council (WRCC)
 - Engage private and non-profit stakeholders to identify areas of collaboration and funding streams for current and future projects. Provide outreach/education.

Coordinate meetings as needed with entities (Stakeholders) that provided supporting leverage commitment letters for the NDR Application:

- Develop a process_to document and track firmly committed supporting leverage activities and dollars identified in the NDR Application.
 - Process to collect, document eligibility and track supporting leverage will be developed and quarterly reports submitted to IEDA through lowaGrants.gov. Only supporting leverage HSEMD documents as meeting the requirements of the NOFA will be reported.
 - IEDA project managers will document and track direct and supporting leverage via subrecipients contracts with IEDA: City of Dubuque, IDNR, IDALS, University of Iowa, Iowa City, Coralville and Storm Lake via IEDA subrecipient contract reporting with these entities. Subrecipients will report through IowaGrants.gov
 - Process will report on financial commitments and supporting activities as they are realized through the grant period
- Coordinate the scheduling of meetings and facilities as needed.
- o Determine locations
 - Provide logistical support
- Develop agendas
- Provide administrative support including report on meeting outcomes
- Maintain all data presented in the NDR Phase 1 and Phase 2 applications including GIS data, maps and BCA
 calculations for the duration of the grant. Act as a data resource to IEDA related to HUD Inspector General or
 HUD-NDR monitoring requests; confirming watershed construction activities are occurring in the most impacted
 and distressed areas identified in the applications; recalculation of BCA if requested by IEDA/HUD.
 - Confirm watershed construction activities are occurring in the most impacted and distressed areas identified in the applications
 - Define, design and develop MID-URN mapping data sources, data collection methodology, cataloging and archiving techniques and map format.
 - BCA calculations
 - Data required from sub-recipients (Dubuque, Storm Lake, Coralville and WMAs) to perform BCA calculations only if requested by IEDA/HUD
 - Annually, update maps for each watershed showing location in the MID-URN areas of construction practices.
 - Act as a data resource to IEDA as requested

Administrative Cost Projections & Activities Per Quarter

\$347,400

Year 1 (\$86,624):

Q-1 \$21,656

- Coordinate project management team meetings as needed
- Begin to update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Review and update the Q&A document and program fact page
- Develop Draft Communications Plan
- Develop schematics and/or charts (relationship map), as part of the communications plan, showing interagency and non-governmental entity relationships
- Begin development of a written process to determine eligibility, track and document firmly committed supporting leverage activities and dollars – Report supporting leverage amount quarterly to IEDA via lowaGrants.gov
- Coordinate meetings as needed with entities (Stakeholders) that provided supporting commitment letters in the NDR Application.
- Engage private and non-profit stakeholders to identify areas of collaboration and funding streams for current and future projects. Provide outreach/education.
- Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.

- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public

Q-2 \$21,656

- Coordinate project management team meetings as needed
- · Review and update the Q&A document and program fact page
- Continue website hosting, developing agendas, and presentations
- Coordinate Communications Work Group Meetings
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- Complete process to determine eligibility, track and document supporting leverage committed by Stakeholders via letters in the NDR Application – DELIVERABLE
- Coordinate meetings as needed with entities (Stakeholders) that provided supporting leverage commitment letters in the NDR Application.
- Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public

Q-3 \$21,656

- · Coordinate project management team meetings as needed
- · Update the Q&A document and program fact page as needed
- · Continue to maintain IWA website program materials, develop agendas and presentations
- Execute and Update the Communications Plan DELIVERABLE
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- Track and document supporting leverage Report Quarterly to IEDA. DELIVERABLE
- · Coordinate meetings with Stakeholders as needed
- Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Coordinate communication to state directors, Governor's office and the public

Q-4 \$21,656

- · Coordinate project management team meetings as needed
- · Review and update the Q&A document, program fact page. Repost to site
- · Website Hosting, develop agenda and presentations
- · Update Communications Plan as needed
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- Continue tracking and documenting supporting leverage committed by Stakeholders letters in the NDR Application – Report Quarterly to IEDA.
- Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- Begin development of MID-URN maps showing location of watershed practices in each watershed. Update annually. DELIVERABLE – Define, design and develop MID-URN mapping data sources, data collection methodology, cataloging and archiving techniques and map format.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders.
- · Coordinate communication to state directors, Governor's office and the public

Q-1 21,656

- · Coordinate project management team meetings as needed
- Review and update the Q&A document, program fact page.
- · Website Hosting, develop agendas, and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage.
- · Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-2 21,656

- · Coordinate project management meetings as needed
- Review and update the Q&A document, program fact page. Repost to IWA website
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- · Continue tracking and documenting supporting leverage.
- Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Maintain Technical Application Data GIS, Maps, BCA calculations

Q-3 21,656

- Coordinate project management meetings as needed
- Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- · Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- Coordinate meetings with Stakeholders as needed
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Maintain Technical Application Data GIS, Maps, BCA calculations

Q-4 21,656

- Coordinate project management meetings as needed
- · Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- · Coordinate meetings with Stakeholders as needed
- Update MID-URN maps showing location of watershed practices in each watershed. Update annually.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Maintain Technical Application Data GIS, Maps, BCA calculations

- · Coordinate project management meetings as needed
- · Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- · Continue tracking and documenting supporting leverage
- Coordinate meetings with Stakeholders as needed
- · Maintain Technical Application Data GIS, Maps, BCA calculations
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-2 \$17,500

- · Coordinate project management meetings as needed
- Review and update the Q&A document, program fact page. Repost to site
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- · Continue tracking and documenting supporting leverage
- Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Maintain Technical Application Data GIS, Maps, BCA calculations

Q-3 \$17,500

- · Coordinate project management meetings as needed
- Website Hosting, develop agenda and presentation
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage.
- Coordinate meetings with Stakeholders as needed
- Maintain Technical Application Data GIS, Maps, BCA calculations
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- . Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-4 \$17,500

- · Coordinate project management meetings as needed
- · Website Hosting, develop agenda and presentations
- Execute and Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage.
- Coordinate meetings with Stakeholders as needed
- Update MID-URN maps showing location of watershed practices in each watershed. Update annually.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, sludies, reports and plans to inform the public and stakeholders
- Maintain Technical Application Data GIS, Maps, BCA calculations

Year 4 (\$55,776):

Q-1 \$13,944

- · Coordinate project management team meetings as needed
- · Website Hosting, develop agenda and presentations
- · Update Communications Plan as needed.
- · Consider feedback and improvements for the long-term approach

- Continue tracking and documenting supporting leverage
- · Coordinate meetings with Stakeholders as needed
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Maintain Technical Application Data GIS, Maps, BCA calculations

Q-2 \$13,944

- · Coordinate project management meetings as needed
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage committed by Stakeholder's letters in the NDR Application – Report Quarterly to IEDA.
- · Coordinate meetings with Stakeholders as needed
- · Maintain Technical Application Data GIS, Maps, BCA calculations
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-3 \$13,944

- Coordinate project management team meetings as needed
- · Website Hosting, develop agendas and presentations
- Update Communications Plan as needed.
- · Continue tracking and documenting supporting leverage committed by Stakeholders
- · Coordinate meetings with Stakeholders as needed
- · Maintain Technical Application Data GIS, Maps, BCA calculations
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- . Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-4 \$13,944

- Coordinate project management team meetings as needed
- · Website Hosting, develop agenda and presentations
- Wrap up Communications Work Group, retire plan.
- Publish materials with the state library.
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public as needed.
- Continue tracking and documenting supporting leverage committed by Stakeholders
- · Coordinate meetings with Stakeholders as needed
- Update MID-URN maps showing location of watershed practices in each watershed. Update annually.
- Maintain Technical Application Data GIS, Maps, BCA calculations

Year 5 (\$48,376):

Q-1 \$12,094

- Coordinate project management meetings as needed
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- · Consider feedback and improvements for the long-term approach
- · Continue tracking and documenting supporting leverage committed by Stakeholders.
- Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public as needed
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Maintain Technical Application Data - GIS, Maps, BCA calculations

Q-2 \$12.094

- · Coordinate project management team meetings as needed
- Website Hosting, develop agenda and presentations
- · Execute and Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- · Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Maintain Technical Application Data GIS, Maps, BCA calculations
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-3 \$12,094

- Coordinate project management meetings as needed
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Coordinate meetings with Stakeholders as needed
- Maintain Technical Application Data GIS, Maps, BCA calculations
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-4 \$12.094

- · Coordinate project management meetings as needed
- · Website Hosting, develop agenda and presentations
- Wrap up Communications Work Group, retire plan.
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- · Finalize documentation supporting leverage committed by Stakeholders
- · Coordinate meetings with Stakeholders as needed
- Finalize MID-URN maps showing location of watershed practices in each watershed.
- Coordinate communication of the final project reports and studies
- Finalize storage locations of project reports for use after program is closed

ACTIVITY 311 Outcome Value (OV)/Performance Metric Reporting

HSEMD will report on Outcome Values associated with the economic, environmental, social, and resiliency goals of the project.

Deliverable	Projection
# of mitigation plans completed (Enhanced State Mitigation Plan)	1
# of disaster recovery plans completed (flood resiliency action plans)	1
Annual reporting on Outcome Value accomplishments through iowagrants.gov	5

ACTIVITY 309 Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

HSEMD will track the following activities outside the scope of funded work as supporting leverage as committed in Phase 2 of the grant application.

Deliverable	Deliverable Goal
Water Quality Initiative - Elk Run, North Raccoon: IAWA is providing cash contribution to fund edge of field water quality practices.	2
Water Quality Initiative - Rock Creek, Upper Cedar: IAWA is providing cash contribution to fund edge of field water quality practices along with state of the art real-time monitoring.	TOTAL: \$112,000
Annual reporting on supporting leverage through iowagrants.gov	5

ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) <u>WRITING REQUIRED</u>. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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 <u>UNALLOWABLE COSTS</u>. 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, lowa 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-NDR 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-NDR 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-NDR funds for acquisition or improvement to the real property.
- **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-NDR 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 <u>INTEREST EARNED</u>. To the extent that interest is earned on advances of CDBG-NDR 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 <u>SUSPENSION</u>. 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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, to the extent permitted by law.
- 11.0 <u>INDEMNIFICATION</u>. The Recipient agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act (Iowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

12.0 CONFLICT OF INTEREST.

(a) <u>GENERAL</u>. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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 in 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11–121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

lowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Interagency Agreement

Recipient:

Iowa Homeland Security and Emergency Management Department

Contract Number:

13-NDRP-017

Contract Amendment Number:

1

Amendment Effective Date:

July 28, 2017

The lowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the Iowa Economic Development Authority ("Department or IEDA") and Iowa Homeland Security and Emergency Management Department ("Recipient") is amended as of the date shown above as follows:

- AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE</u>. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- AMEND Article 10.2 <u>ORDER OF PRIORITY</u>. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- 3. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017

- 4. AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:
 - "18.0 PROCUREMENT. For purposes of this agreement Iowa Department of Natural Resources (IDNR), Iowa Department of Agriculture and Land Stewardship (IDALS), and Iowa Homeland Security and Emergency Management (HSEMD) are state agencies and follow the state's procurement policy as interpreted by their respective agencies per 2 CFR 200.317 procurements by states.

"48.0 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

 AMEND Attachment A, "Program Description" by replacing the original "ATTACHMENT A PROGRAM DESCRIPTION" with a REVISED ATTACHMENT A PROGRAM DESCRIPTION as follows:

"ATTACHMENT A PROGRAM DESCRIPTION – Revised July 2017

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each Partner and compare this to the projected quarterly spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each Partner and updated quarterly by the

Project Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

IOWA DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Deliverables

Deliverables	
	Deliverable Goal
Local Flood Risk Assessments (to be incorporated into Enhanced Plan) Yr4Q4	41
Update Enhanced State Hazard Mitigation Plan with flood risk assessment Yr3Q1	1
GIS/Data modeling product for Flood Risk Assessments Yr4Q3	9
Iowa Disaster Recovery Plan with integrated resiliency best practices (IFC) Yr3Q4	1
Loss Avoidance Results Yr4Q4	9
Best Practices Guidance for EMAs (Resiliency Strategies Report) Yr4Q3	1
Local Recovery Plans	Based on resiliency products
Annual MID-URN maps showing location of installed practices in each watershed (ongoing)	40
Quarterly Reports	20
Communications Coordination Plan	1
Process to document & track eligible supporting leverage	1
Quarterly Reporting of specific Supporting Leverage	20
IWA Website Hosting	1
BCA validation with constructed project benefits if requested Only if requested by IEDA/HUD	

Disaster Tie-back

GIS technical support is necessary for the development of flood risk data sets. These will be integrated into the local hazard mitigation and disaster resilience planning products. HAZUS runs will be required for the development of this data. The planning flood risk assessment will be used to identify potential risk reduction activities, funding sources, and timelines for implementation. This project identification data pushes forward flood resiliency for these MID-URN communities.

<u>Capacity Building</u> will include the activities and training necessary to inform emergency management personnel and local leaders on disaster resiliency best practices in their communities. These activities include the integration of several planning activities from the IDNR, IDALS, IFC, and others into emergency management planning and implementation work. This comprehensive approach to disaster resiliency at the local level will benefit the MID-URN areas by increasing the capacity and efficiency of services delivered by emergency management stakeholders and partners.

The <u>Flood Mitigation Board</u> has dedicated funding for flood resilient solutions at the local level. These investments in structural solutions will benefit the MID-URN areas and can also be leveraged for future state investment to build resiliency in the most impacted and distressed areas.

Iowa Homeland Security & Emergency Management - Scope of Work

- GIS Technical Support Utilizing data from NDR funded hydrology, conducted by the IFC, in target watersheds, and/or newly completed floodplain mapping data, HSEMD will provide GIS technical support needed to incorporate this new data into State and local hazardous mitigation planning.
 - Utilize HAZUS modeling software for 1) flood risk assessments and 2) data overlays for analysis and GIS mapping.
 - Create GIS/data modeling products as part of flood risk assessments (9) showing:
 - Risks and vulnerability in planning and
 - Identifying assets (property, businesses) at risk in the MID-URN areas of the target watersheds.
 - Provide created datasets to County Emergency Management Commissions, in target watershed, to analyze as part of their risk assessments and flood reduction activities.

- Commissions to provide communities with the data files for integration into their own multijurisdictional plan updates.
- Coordinate with the Emergency Management Commissions and WMAs to support their Disaster Recovery Planning updates.
- Created datasets will be incorporated, by HSEMD, into the state's hazard mitigation and disaster recovery planning documents
 - Flood Risk Assessment is part of the Enhanced State Hazard Mitigation Plan
- <u>Capacity Building</u> through Hazard Mitigation Planning and Technical Support Provide planning and technical
 assistance in support of the Enhanced State Hazard Mitigation Plan and local plans for communities in target
 watersheds, assuring it includes strategies developed as part of the NDR grant.
 - Provide planning and technical support to local emergency management coordinators and commissions to integrate NDR projects into their local mitigation and disaster recovery planning
 - Participate in local engagement activities coordinated by IFC and watershed project coordinators including initial HSEMD and EMA disaster planning events
 - Conduct predictive modeling for flood risk analysis and planning efforts which will be available for the Enhanced State Hazard Mitigation Plan.
 - Update Iowa's Enhanced State Mitigation Plan and Iowa Disaster Recovery Plan
 - In partnership with the IFC, CEA and emergency management staff, develop a Resiliency Strategies Report for use in future flood events. Build a model for future watershed improvements and strategies based on lessons learned from the implementation of the NDR grant. Staff will also utilize data reported from completed construction projects to compile loss avoidance results in the most impacted and distressed areas. HSEMD will develop a model for future strategic project implementation with multiple funding streams.
- <u>Flood Mitigation Board Technical Assistance</u> Communicate efforts, as part of the NDR grant, to the Flood Mitigation Board. Identify additional state resources to build resiliency in the most impacted and distressed area
 - The quarterly status of all NDR activities are reported to HUD and posted at http://www.iowaeconomicdevelopment.com/Community/NDR
 - Provide semi-annual flood mitigation project status reports in January and July to the Flood Mitigation Board of the scope of work and expenses incurred for the Dubuque, Storm Lake and Coralville NDR funded projects
 - Identify additional state resources to build resiliency in the most impacted and distressed areas of Dubuque, Storm Lake and Coralville

<u>GIS Technical Support</u> - Maintain all data presented in the NDR Phase 1 and Phase 2 applications including GIS data, maps and BCA calculations for the duration of the grant. Act as a data resource to IEDA related to HUD Inspector General or HUD-NDR monitoring requests; confirming watershed construction activities are occurring in the most impacted and distressed areas identified in the applications; recalculation of BCA if requested by IEDA/HUD.

- Confirm watershed construction activities are occurring in the most impacted and distressed areas identified in the applications
 - Define, design and develop MID-URN mapping data sources, data collection methodology, cataloging and archiving techniques and map format.

BCA calculations

- Data required from sub-recipients (Dubuque, Storm Lake, Coralville and WMAs) to perform BCA calculations only if requested by IEDA/HUD
- Annually, update maps for each watershed showing location in the MID-URN areas of construction practices.
- o Act as a data resource to IEDA as requested

The lowa Department of Homeland Security & Emergency Management will facilitate high-level communications with state Directors and Representatives of the Governor's Office; HSEMD will host periodic meetings with designees of state agencies and universities who are conducting planning activities under the NDRC grant. Activities include:

- Coordinate the scheduling of meeting facilities
- Determine locations

- Develop agendas
- Provide administrative support including reporting on meeting outcomes
- Develop communication and outreach strategies on how to effectively communicate the NDRC grant to the public, stakeholders, and leveraged partners.
- Ensure Partners are consistent in defining resiliency as related to IWA projects, plans, communications and provide recovery-based input to supplement definitions where needed.
- Host website to provide information such as:
 - o Progress reporting on activities planned in watersheds
 - Posting materials developed by entities conducting planning activities
 - Social media tools
 - 2-page talking points for the group
 - Links to other pages and websites
- Determine how efforts as part of the NDRC grant will be communicated to the Water Resources Coordinating Council (WRCC)
- Engage private and non-profit stakeholders to identify areas of collaboration and funding streams for current and future projects. Provide outreach/education.

Coordinate meetings as needed with entities (Stakeholders) that provided supporting leverage commitment letters for the NDR Application:

- Develop a process to document and track firmly committed supporting leverage activities and dollars identified in the NDR Application.
 - Process to collect, document eligibility and track supporting leverage will be developed and quarterly reports submitted to IEDA through lowaGrants.gov. Only supporting leverage HSEMD documents as meeting the requirements of the NOFA will be reported.
 - IEDA project managers will document and track direct and supporting leverage via subrecipients contracts with IEDA: City of Dubuque, IDNR, IDALS, University of Iowa, Iowa City, Coralville and Storm Lake via IEDA subrecipient contract reporting with these entities. Subrecipients will report through IowaGrants.gov
 - Process will report on financial commitments and supporting activities as they are realized through the grant period
- Coordinate the scheduling of meetings and facilities as needed.
- o Determine locations
 - Provide logistical support
- o Develop agendas
- Provide administrative support including report on meeting outcomes

Cost Allocation:

Activity 172 Planning Activity 181 Administration \$1,827,352 \$347,400

Year 1 (\$240,000):

Q-1 \$45,000

- <u>Capacity Building</u> Identify all disaster recovery and hazard mitigation plans in the Watersheds targeted for planning and implementation work.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Begin developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- GIS Technical Support Review initial inventory of available data sets for flood risk assessment related to hydrology, hydraulics, and structures in the NDR target watersheds.
- GIS Technical Support Identify potential uses for the GIS data sets and Hazus modeling related to Comprehensive Emergency Management Planning and Project Identification
- <u>Capacity Building</u> Begin working on the Update for Iowa's Enhanced Mitigation Plan and Iowa Disaster Recovery
 Plan
- <u>Capacity Building</u> Begin development of a model for future strategic project implementation with multiple funding streams. This could be a crosswalk of programs and capabilities. Ultimately placed in the Disaster Recovery and/or Enhanced State Hazard Mitigation Plans.

- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management team meetings as needed
- · Begin to update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Review and update the Q&A document and program fact page
- Develop Draft Communications Plan
- Develop schematics and/or charts (relationship map), as part of the communications plan, showing interagency and non-governmental entity relationships
- Begin development of a written process to determine eligibility, track and document firmly committed supporting leverage activities and dollars Report supporting leverage amount quarterly to IEDA via lowaGrants.gov
- Coordinate meetings as needed with entities (Stakeholders) that provided supporting commitment letters in the NDR Application.
- Engage private and non-profit stakeholders to identify areas of collaboration and funding streams for current and future projects. Provide outreach/education.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public

Q-2 \$45,000

- GIS Technical Support Identify entities who will work with the GIS data sets and Hazus modeling.
- <u>Capacity Building</u> Develop guidance on best practices and framework to assist EMA training and potential NDR project development.
- Capacity Building Participate in local engagement activities coordinated by the lowa Flood Center and WMAs
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned.
- GIS Technical Support Perform a GAP analysis for GIS data layers and building inventory related to flood risk Hazus modeling.
- <u>Capacity Building</u> Update lowa's Enhanced Mitigation Plan and Disaster Recovery Plan as data is collected
- <u>Capacity Building</u> Continue development of a model for future strategic project implementation with multiple funding streams
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management team meetings as needed
- Review and update the Q&A document and program fact page
- · Continue website hosting, developing agendas, and presentations
- Coordinate Communications Work Group Meetings
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Complete process to determine eligibility, track and document supporting leverage committed by Stakeholders via letters in the NDR Application – DELIVERABLE
- Coordinate meetings as needed with entities (Stakeholders) that provided supporting leverage commitment letters in the NDR Application.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders.
- Coordinate communication to state directors, Governor's office and the public

Q-3 \$30,000

- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- GIS Technical Support Develop an approach for gathering improved/new data sets for flood risk assessment, coordinate with partners.
- <u>Capacity Building</u> Begin modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Flood Mitigation Board Technical Assistance</u> Begin gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Perform a GAP analysis on technical skills sets of eventual end users of the GIS/HAZUS modeling outputs
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.

- Coordinate project management team meetings as needed
- Update the Q&A document and program fact page as needed
- · Continue to maintain IWA website program materials, develop agendas and presentations
- Execute and Update the Communications Plan DELIVERABLE
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- Track and document supporting leverage Report Quarterly to IEDA. DELIVERABLE
- · Coordinate meetings with Stakeholders as needed
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Coordinate communication to state directors, Governor's office and the public
- Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed

Q-4 \$120,000

- GIS Technical Support Begin HAZUS runs for jurisdictions.
- <u>Capacity Building</u> Begin providing planning and technical support to county EMAs to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue developing *Resiliency Strategies Report* for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- GIS Technical Support Begin Incorporating datasets into state's hazard mitigation and disaster recovery planning
- <u>GIS Technical Support</u> Continue modeling for flood risk analysis and planning efforts which will be available for the Enhanced State Hazard Mitigation Plan
- <u>Flood Mitigation Board Technical Assistance</u> Begin Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.
- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications. Begin development of MID-URN maps showing location of watershed practices in each watershed. Update annually_ DELIVERABLE Define, design and develop MID-URN mapping data sources, data collection methodology, cataloging and archiving techniques and map format.
- Submit Annual Report
- Coordinate project management team meetings as needed
- Review and update the Q&A document, program fact page. Repost to site
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- Continue tracking and documenting supporting leverage committed by Stakeholders letters in the NDR Application
 — Report Quarterly to IEDA.
- Coordinate communication to state directors, Governor's office and the public.
- · Assist ISU Extension in distributing information to state directors, Governor's office and the public.
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders.

Year 2 (\$461,200):

Q-1 \$115,450

- GIS Technical Support Coordinate with watershed management authorities to integrate updated data sets into their work for long-term resilience
- GIS Technical Support Continue HAZUS modeling.
- Capacity Building Continue incorporating datasets into state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMAs to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan

- Capacity Building Update Iowa's Enhanced State Hazard Mitigation Plan and Iowa Disaster Recovery Plan
- <u>Capacity Building</u> Continue developing *Resiliency Strategies Report* for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management team meetings as needed
- Review and update the Q&A document, program fact page.
- · Website Hosting, develop agendas, and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage.
- Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-2 **\$115,250**

- GIS Technical Support Continue HAZUS modeling. Begin providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>GIS Technical Support</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Capacity Building Update Iowa's Enhanced Mitigation Plan and Iowa Disaster Recovery Plan
- <u>Capacity Building</u> Continue developing *Resiliency Strategies Report* for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- <u>Capacity Building</u> Begin utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream.
- <u>Flood Mitigation Board Technical Assistance</u> Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management meetings as needed
- Review and update the Q&A document, program fact page. Repost to IWA website
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- · Continue tracking and documenting supporting leverage.
- Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-3 **\$115,250**

- <u>GIS Technical Support</u> Continue HAZUS modeling. Continue providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery
 planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning

- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Capacity Building Update Iowa's Enhanced Mitigation Plan and Iowa Disaster Recovery Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- <u>Capacity Building</u> Begin utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Share best practices with state, federal, and private entities for future strategic project implementation with multiple funding streams. Incorporate feedback as needed.
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management meetings as needed
- Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- · Coordinate meetings with Stakeholders as needed
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-4 \$115,250

- <u>Capacity Building</u> Continue developing a model for future strategic project implementation with multiple funding stream
- Begin examining gaps for implementation of resiliency, document these unmet needs for future outreach/project
- GIS Technical Support Continue HAZUS modeling. Continue providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- <u>GIS Technical Support</u> Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>GIS Technical Support</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Share model for future strategic project implementation with multiple funding streams.
 Incorporate feedback as needed.
- <u>Flood Mitigation Board Technical Assistance</u> Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications. Update MID-URN maps showing location of watershed practices in each watershed. Update annually.
- · Submit Annual Report
- · Coordinate project management meetings as needed
- · Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- · Continue tracking and documenting supporting leverage
- Coordinate meetings with Stakeholders as needed
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Year 3 (\$461,000)

Q-1 \$115,250

- GIS Technical Support Continue HAZUS modeling. Continue providing data sets and HAZUS modeling to communities for analysis as part of risk assessments and flood reduction activities
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery
 planning
- <u>Capacity Building</u> Post the Hazard Mitigation Plan to HSEMD's website, which includes the flood risk assessment. <u>DELIVERABLE</u>
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDRC lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDRC projects to compile loss avoidance results in most impacted and distressed areas
- <u>Capacity Building</u> Share model for future strategic project implementation with multiple funding streams. Incorporate feedback as needed.
- Continue gathering information regarding NDRC efforts for the Flood Mitigation Board through meeting materials
 and progress reports.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management meetings as needed
- Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- · Update Communications Plan as needed.
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Continue tracking and documenting supporting leverage
- Coordinate meetings with Stakeholders as needed
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-2 \$115,250

- <u>Capacity Building</u> Continue to develop model for future strategic project implementation with multiple funding streams. Incorporate feedback as needed.
- GIS Technical Support Begin providing support to communities as they integrate their data sets into their resiliency planning and project documents. Evaluate HAZUS runs, determine if more work is needed or if complete.
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery
 planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Capacity Building</u> Continue developing *Resiliency Strategies Report* for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDRC lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- Post model for incorporation into planning mechanisms.
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- Coordinate project management meetings as needed
- · Review and update the Q&A document, program fact page. Repost to site
- Website Hosting, develop agenda and presentations
- · Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- Coordinate meetings with Stakeholders as needed

- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors. Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-3 \$115,250

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning.
- <u>GIS Technical Support</u> Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management meetings as needed
- · Website Hosting, develop agenda and presentation
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage.
- · Coordinate meetings with Stakeholders as needed
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-4 \$115,250

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning and project documents
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning.
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators.
- <u>GIS Technical Support</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Capacity Building Post Iowa Disaster Recovery Plan to HSEMD's website. DELIVERABLE
- <u>Capacity Building</u> Continue developing *Resiliency Strategies Report* for use in future flood events. Work with IFC and EMAs to build a model for future watershed improvements and strategies based on NDR lessons learned
- <u>Capacity Building</u> Continue utilizing data reported from completed NDRC projects to compile loss avoidance results in most impacted and distressed areas
- Begin tracking integration of model for project development
- <u>Flood Mitigation Board Technical Assistance</u> Continue Identifying additional state federal and/or local resource opportunities to build resiliency in the most impacted and distressed area. Report to the Flood Mitigation Board on results
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications. Update MID-URN maps showing location of watershed practices in each watershed. Update annually.
- Submit Annual Report
- Coordinate project management meetings as needed
- Website Hosting, develop agenda and presentations
- Execute and Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage.

- · Coordinate meetings with Stakeholders as needed
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Year 4 (\$461,000):

Q-1 **\$115,250**

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning and project documents
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Hold Quarterly Meeting with the State Hazard Mitigation Team (SHMT, as established by Iowa Executive Order 62)
 updating the Hazard Mitigation Plan with new disaster data sets
- <u>Capacity Building</u> Finalize data collection completed NDR projects to compile loss avoidance results in most impacted and distressed areas
- Begin tracking integration of model for project development
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDR efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management team meetings as needed
- · Website Hosting, develop agenda and presentations
- · Update Communications Plan as needed.
- Consider feedback and improvements for the long-term approach
- · Continue tracking and documenting supporting leverage
- · Coordinate meetings with Stakeholders as needed
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors. Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-2 \$115,250

- <u>Capacity Building</u> Continue writing Resiliency Strategies Report for use in future flood events.
- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning documents
- GIS Technical Support Continue incorporating datasets into the state's hazard mitigation and disaster recovery
 planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- GIS Technical Support Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Hold Quarterly Meeting with the State Hazard Mitigation Team, updating the Hazard Mitigation Plan with new disaster data sets
- <u>Capacity Building</u> Continue developing Resiliency Strategies Report for use in future flood events. Work with IFC
 and EMAs to build a model for future watershed improvements and strategies based on NDRC lessons learned
- <u>Capacity Building</u> Post Final Drafts of Loss Avoidance Studies for project management review.
- <u>Flood Mitigation Board Technical Assistance</u> Continue Identifying additional state federal and/or local resource
 opportunities to build resiliency in the most impacted and distressed area. Report to the State Board on results.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management meetings as needed
- Website Hosting, develop agenda and presentations

- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage committed by Stakeholder's letters in the NDR Application
 — Report Quarterly to IEDA.
- Coordinate meetings with Stakeholders as needed
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-3 \$115,250

- <u>Capacity Building</u> Complete and post Resiliency Strategies Report for use in future flood events.
 DELIVERABLE
- <u>GIS Technical Support</u> Start reporting on the rate of HAZUS modeling and data set integrating into local planning documents. Continue providing support to communities as they integrate their data sets into their resiliency planning documents.
- GIS Technical Support Complete data integration into the State Hazard Mitigation and Disaster Recovery Planning documents
- <u>Capacity Building</u> Document the technical assistance provided and location of planning information for future use.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Complete modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan DELIVERABLE
- Hold Quarterly Meeting updating the Hazard Mitigation Plan with new disaster data sets
- <u>Capacity Building</u> Post Final Loss Avoidance Studies DELIVERABLE and incorporate them in the Enhanced State Hazard Mitigation and Disaster Recovery Plans.
- <u>Flood Mitigation Board Technical Assistance</u> Continue gathering information regarding NDRC efforts for the Flood Mitigation Board through meeting materials and progress reports.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- Coordinate project management team meetings as needed
- Website Hosting, develop agendas and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage committed by Stakeholders
- · Coordinate meetings with Stakeholders as needed
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- · Coordinate communication to state directors, Governor's office and the public
- Update website with educational materials, studies, reports and plans to inform the public and stakeholders

Q-4 \$115,250

- Complete report on Flood Risk Assessment data integrating into local planning documents. DELIVERABLE
- GIS Technical Support Complete packaging of information for use by the County EMAs.
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Complete inventory of datasets used in 2018 and 2023 plan updates.
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- Capacity Building Provide Updated Plans and Reports to the State Library.
- <u>Flood Mitigation Board Technical Assistance</u> Provide the Flood Mitigation Board a final report on opportunities for disaster resilience.
- Project Management Team determines appropriate locations for posting materials after program completion.
- Submit Annual Report
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications. Update MID-URN maps showing location of watershed practices in each watershed. Update annually.
- Coordinate project management team meetings as needed
- Website Hosting, develop agenda and presentations
- Wrap up Communications Work Group, retire plan.
- · Publish materials with the state library.
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public as needed.
- · Continue tracking and documenting supporting leverage committed by Stakeholders
- · Coordinate meetings with Stakeholders as needed

Year 5 (\$551,552):

Q-1 \$150.000

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning and project documents
- <u>Capacity Building</u> Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDR projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- <u>Capacity Building</u> Continue modeling for flood risk analysis and planning efforts which will be available for the State Hazard Mitigation Plan
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management meetings as needed
- · Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Consider feedback and improvements for the long-term approach
- Continue tracking and documenting supporting leverage committed by Stakeholders.
- Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Assist ISU Extension in distributing information to state directors, Governor's office, and the public as needed
- · Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Begin project closeout activities

Q-2 **\$155,000**

- GIS Technical Support Continue providing support to communities as they integrate their data sets into their resiliency planning documents
- <u>Capacity Building</u> Continue incorporating datasets into the state's hazard mitigation and disaster recovery planning
- <u>Capacity Building</u> Continue providing planning and technical support to county EMA to integrate NDRC projects into local mitigation and disaster recovery planning
- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- Flood Mitigation Board Technical Assistance Continue Identifying additional state federal and/or local resource
 opportunities to build resiliency in the most impacted and distressed area. Report to the State Board on results.
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- · Coordinate project management team meetings as needed
- · Website Hosting, develop agenda and presentations
- Execute and Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- · Coordinate meetings with Stakeholders as needed
- Work with private and non-profit sector partners to identify future funding streams for lowa Watershed Approach implementation work.
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- Continue project closeout activities

Q-3 **\$147,352**

 <u>Capacity Building</u> - Participate in local engagement activities coordinated by IFC and watershed project coordinators

- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- GIS Technical Support Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications.
- Coordinate project management meetings as needed
- Website Hosting, develop agenda and presentations
- Update Communications Plan as needed.
- Continue tracking and documenting supporting leverage
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Coordinate meetings with Stakeholders as needed
- · Assist ISU Extension in distributing information to state directors, Governor's office, and the public
- Coordinate communication to state directors, Governor's office and the public
- · Update website with educational materials, studies, reports and plans to inform the public and stakeholders
- · Continue project closeout activities

Q-4 **\$99,200**

- <u>Capacity Building</u> Participate in local engagement activities coordinated by IFC and watershed project coordinators
- Hold Quarterly Meeting with the State Hazard Mitigation Team updating the Hazard Mitigation Plan with new disaster data sets
- <u>GIS Technical Support</u> Maintain technical application data (GIS, Maps, and BCA calculations) included in NDR Applications. Finalize MID-URN maps showing location of watershed practices in each watershed.
- Coordinate project management meetings as needed
- Website Hosting, develop agenda and presentations
- Wrap up Communications Work Group, retire plan.
- Work with private and non-profit sector partners to identify future funding streams for Iowa Watershed Approach implementation work.
- Finalize documentation supporting leverage committed by Stakeholders
- · Coordinate meetings with Stakeholders as needed
- Coordinate communication of the final project reports and studies
- Finalize storage locations of project reports for use after program is closed
- Complete project closeout activities

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ACTIVITY 311		
Outcome Value (OV)/Perform	nce Metric Reporting	
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HSEMD will report on Outcome Values associated with the economic, environmental, social, and resiliency goals of the project.

Deliverable	Projection
# of mitigation plans completed (Enhanced State Mitigation Plan)	1
# of disaster recovery plans completed (flood resiliency action plans)	1
Annual reporting on Outcome Value accomplishments through iowagrants.gov	5

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

HSEMD will track the following activities outside the scope of funded work as supporting leverage as committed in Phase 2 of the grant application.

Deliverable	Deliverable Goal
Water Quality Initiative - Elk Run, North Raccoon: IAWA is providing cash contribution to fund edge of field water quality practices. Water Quality Initiative - Rock Creek, Upper Cedar: IAWA is providing cash contribution to fund edge of field water quality practices along with state of the art real-time monitoring.	2 TOTAL: \$112,000
Annual reporting on supporting leverage through iowagrants.gov	5

6. AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines; Infrastructure
- Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- c) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) lowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Iowa Homeland Security and Emergency Management Department

BY:

Mark Schouten, Director

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY:

Timothy R. Waddell, Division Administrator

11.3.16

INTERAGENCY AGREEMENT

PARTIES: IOWA ECONOMIC DEVELOPMENT AUTHORITY

IOWA DEPARTMENT of AGRICULTURE and LAND STEWARDSHIP

AGREEMENT NUMBER 13-NDRP-018

This Interagency Agreement ("Agreement" or "Contract") is made as of the date stated in Article 4.1 by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY ("Authority" or "IEDA") and the IOWA DEPARTMENT of AGRICULTURE and LAND STEWARDSHIP ("IDALS" or "Recipient"), collectively referred to as the "Parties".

WHEREAS, the Authority submitted an application to HUD for funds from the United State Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

WHEREAS, the Authority received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; 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-NDR 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 IDENTITY OF THE PARTIES

- 1.1 <u>IOWA DEPARTMENT of AGRICULTURE and LAND STEWARDSHIP.</u> The lowa Department of Agricultural and Land Stewardship's mission is to provide leadership for all aspects of agriculture in lowa, ensure consumer protection and promote the responsible use of our natural resources. IDALS's address is: IDALS, Wallace State Office Building, 502 E. 9th Street, Des Moines, IA 50319.
- 1.2 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY.</u> "IEDA" is the economic development authority created in 2011 lowa Acts, House File 590. It is a public instrumentality and agency of the state exercising public and essential governmental functions and undertaking programs which implement economic development policy in the state. IEDA's address is 200 East Grand Avenue, Des Moines, IA 50309.

ARTICLE 2 DEFINITIONS

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

2.1 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.

- 2.2 <u>ACTIVITY.</u> "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. Activities are line items in the budget and are found in the line items in Attachment A, "Program Description" and the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 2.3 AGREEMENT OR CONTRACT. "Agreement" or "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, including the CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application together with any related submittal documents.
- 2.4 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's lowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-NDR program.
- 2.5 <u>APPLICATION.</u> "Application" means the application submitted by the Iowa Economic Development Authority to the U.S. Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, including the application for National Resilient Disaster Recovery Phase ONE and TWO as approved by HUD on January 29, 2016, and the Recipient agreed to be a party to the Application and abide by the application terms and conditions.
- 2.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 2.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 2.8 <u>DISASTER RELIEF APPROPRIATIONS ACT, 2013 (PUBLIC LAW 113-2)</u> "Disaster Relief Appropriations Act, 2013 (Public Law 113-2)" means the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) as published in the Federal Register on January 29, 2013.
- 2.9 END DATE. "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 8.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment C of this Contract.
- 2.10 GRANT. "Grant" means the award of CDBG-NDR funds to the Recipient for Project activities.
- 2.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 2.12 <u>IOWAGRANTS.GOV.</u> "IowaGrants.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 online at www.lowaGrants.gov.
- 2.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 2.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

- 2.15 LOW- AND MODERATE AREA. "Low and Moderate Area" means the service area identified for activities is primarily low/mod income.
- 2.16 NATIONAL RESILIENCE DISASTER RECOVERY PHASE ONE AND TWO. "National Resilient Disaster Recovery Phase ONE and TWO" (NDR) means the Notice of Funding Availability for the National Resilient Disaster Recovery Phase ONE and TWO FR-5800-N-29A2 Application Due Date: 10/27/2015.
- 2.17 <u>PROGRAM.</u> "Program" means the Community Development Block Grant Program Disaster Recovery National Disaster Resilience ("CDBG-NDR") authorized pursuant to the Program Rules.
- 2.18 PROGRAM INCOME. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.500(a), as modified by the Program Rules.
- 2.19 PROGRAM RULES. "Program Rules" means the Act, as modified by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on January 29, 2013, March 5, 2013, November 18, 2015, and December 7, 2015, and any additional HUD Notices or other guidance that may be disseminated.
- 2.20 <u>PROJECT.</u> "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and IowaGrants.gov.
- 2.21 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-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), 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 Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and IEDA's CDBG-NDR NOFA application. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 3 PURPOSE; PROGRAM DESCRIPTION; PERFORMANCE TARGETS

- 3.1 <u>PURPOSE.</u> IDALS shall provide assistance in outreach and education activities associated with the HUD lowa Watershed Approach.
- 3.2 <u>PROGRAM DESCRIPTION.</u> The services to be provided by IDALS are found in Attachment A, "Program Description" and as found in the Recipient's lowaGrants.gov account.
- 3.3 PERFORMANCE TARGETS. By the End Date, IDALS shall have accomplished the activities, deliverables, and performance targets as described in Attachment A, "Program Description" and as found in the Recipient's IowaGrants.gov account and as further elaborated in Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.

ARTICLE 4 TERM OF AGREEMENT

- 4.1 <u>TIME OF PERFORMANCE</u>. The term of this Agreement shall be from October 11, 2016 (Start Date) through September 30, 2021 (End Date), unless terminated earlier in accordance with the Termination section of this Agreement pursuant to Article 7. Services shall be undertaken in such a manner as to assure their timely and expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 4.2 <u>MAXIMUM PAYMENTS.</u> It is expressly understood and agreed that the maximum amounts to be paid to IDALS by the Authority for any item of work or service shall conform to the budget as presented in the "Budget Activity" as found in the

Recipient's lowaGrants.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 C of this Contract.

- 4.3 <u>ADMINISTRATION</u>. 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 lowa 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.
- PRIOR COSTS. Costs for certain activities which were exempt from the environmental review requirements under 24 CFR Part 58.34 incurred as of January 29, 2016 are eligible for reimbursement. These costs include administration such as assisting IEDA with contract scope and quarterly reporting, design, environmental review, engineering, and planning. Those costs for exempt activities are eligible for reimbursement after execution of the Contract. Refer to Federal Register 5936–N–01.

ARTICLE 5

- 5.1 <u>FUNDING SOURCE.</u> IEDA shall provide the funds for this agreement from the monies provided to IEDA by the U.S. Department of Housing and Urban Development Community Development Block Grant NDR funds.
- 5.2 <u>PAYMENT FOR PROFESSIONAL SERVICES-MAXIMUM AMOUNT.</u> The total amount paid under this Agreement shall not exceed \$250,000. IDALS shall provide IEDA the documentation required to substantiate its claim.
- PAYMENT PROCESS. IDALS shall prepare and submit to the Authority any draw requests for funds under this Contract at least quarterly during the term of this Contract for actual costs. IDALS may submit draw requests prior to payment by IDALS of such expenditures. Such draw request is subject to approval by the Authority in its sole discretion. If the Authority does not approve such draw request, the Authority shall notify IDALS no later than 10 business days after receipt of such draw request. If the Authority approves such draw request, the Authority shall make payment to IDALS in conformance with Iowa Code section 8A.514 (2009); however, without waiving its rights under Iowa Code section 8A.514 (2009), the Authority shall endeavor to pay claims to IDALS within 21 days of the Authority's receipt of such draw request. IDALS will not hold funds distributed under this Contract more than ten (10) days prior to disbursement thereof by IDALS. Payment shall be through "IowaGrants.gov".
- GENERAL. IDALS shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in IDALS's approved Attachment A "Program Description", "Budget Activity" as found in the Recipient's lowaGrants.gov account, and Attachment B, National Resilient Disaster Recovery Phase ONE and TWO Application.
- 5.5 <u>BUDGET REVISIONS.</u> 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.
- 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-NDR activity as authorized by HUD. No funds provided under this Contract may be used for the purchase of equipment or other tangible personal property except, subject to Authority advance approval, equipment or other tangible personal property that is dedicated to the project and essential to analytical tasks as described in the approved

Attachment A, "Program Description". All applicable Federal statutes, regulations, or Federal awarding agency disposition instructions must be followed as applicable.

- 5.7 <u>COMPLIANCE WITH PROGRAM RULES</u>. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.
- 5.8 <u>DISASTER RELIEF REQUIREMENT.</u> 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.) in 2011, 2012, and 2013.

ARTICLE 6 PROJECT MANAGEMENT AND REPORTING

6.1 <u>PROJECT MANAGERS</u>. Each Party shall designate a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available to meet quarterly, unless otherwise mutually agreed, to review the coordination being provided under this Agreement. For purposes of this agreement the starting date of each quarter is July 1, October 1, January 1, and April 1.

For IEDA:

Shelly Peterson, P.E., Project Manager

E-mail: Shelly.Peterson@iowa,gov

Phone: 515.725.0418

For IDALS:

Jake Hansen, Water Resources Bureau Chief

E-mail: Jake.Hansen@iowaagriculture.gov

Phone: 515.725.2962

- REVIEW MEETINGS. During the review meetings the Project Managers shall discuss progress made in the performance of this Agreement. Each Party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Agreement performance shall be maintained by each Party. The Project managers shall work together diligently and in good faith to resolve any problems in the administration of this Agreement.
- 6.3 <u>REVIEW MEETING REPORTS.</u> At the next scheduled meeting after which any Party has identified in writing a problem, the Party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:
 - a. Any event not within the control of the IEDA or IDALS that accounts for the problem;
 - b. Proposed amendments to this Agreement needed in order to remedy or solve the identified problem;
 - c. Any request or demand for services by one Party that another Party believes are not included within the terms of this Agreement.
- 6.4 <u>REPORTS.</u> IDALS shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. IDALS shall review all Requests for Payment and verify that claimed expenditures are Allowable Costs. IDALS shall maintain documentation adequate to support the claimed costs.

REPO	RT	DUE DATE
1.	Request for Payment	At least every three (3) months
2.	Activity Status Report	At least every three (3) months
3.	Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
4.	Deliverables and Outcome Values	As specified in Attachment A, "Program Description"
5.	Final request for Payment / Status Report	Within 30 days of End Date
6.	Long-term Commitment report as required by the authority (if applicable)	Within 30 days of End Date
7.	Other reports and documents 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 IDALS's CDBG-NDR program.

ARTICLE 7 TERMINATION

This Agreement may be terminated under the following circumstances:

- 7.1 <u>TERMINATION DUE TO DISCONTINUANCE, ALTERATION OR REDUCTION IN FUNDING.</u> Either Party shall have the right to terminate this Agreement without penalty by giving sixty (60) days' written notice to the other Party. The termination notice shall also indicate that the agency is terminating due any one or more of the following circumstances:
 - a. Adequate funds are not appropriated or granted to IEDA or IDALS to operate as required and to fulfill its obligations under this Agreement;
 - b. Funds are de-appropriated or not allocated or if funds needed by IEDA or IDALS are insufficient for any reason;
 - c. IEDA or IDALS authorization to operate is withdrawn or there is material alteration in the programs administered by IEDA or IDALS;
 - d. IEDA or IDALS's duties are substantially modified, or its funding or staffing levels are inadequate to fulfill its obligations under this Agreement.
- 7.2 <u>TERMINATION DUE TO AN UNREMEDIED EVENT OR DEFAULT.</u> If an Event of Default occurs as defined in Article 8 and has not been cured within the time allowed in Article 8.2, this Agreement may be terminated.
- 7.3 <u>TERMINATION FOR CONVENIENCE</u>. This Agreement may be terminated upon mutual written agreement of IEDA and IDALS.
- 7.4 <u>EVENTS UPON TERMINATION.</u> If this Agreement is terminated, IEDA and IDALS shall negotiate the terms of winding down the activities under this Agreement. IEDA shall pay only those amounts, if any; due and owing to IDALS up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement, IDALS shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.

EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE

- 8.1 <u>EVENTS OF DEFAULT.</u> The occurrence of or any one or more of the following events shall constitute cause for a Party to declare the other in default of its obligations under this Agreement.
 - a. A breach of any term of this Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
 - c. Failure to comply with applicable federal, state and local laws, rules ordinances, regulations and orders when performing within the scope of this Agreement; or
 - d. Engaging in conduct that may expose the other Party to liability.
- 8.2 <u>NOTICE OF DEFAULT.</u> If a Party determines that an Event of Default has occurred, the Party shall provide written notice to the other Party requesting that the breach or noncompliance be remedied within 30 days of receipt of the written Notice of Default. If the breach or noncompliance is not remedied, the following options are available:
 - a. Immediately terminate this Agreement without additional written notice; or
 - b. Enforce the terms and conditions of this Agreement and seek any legal or equitable remedies.

ARTICLE 9 MISCELLANEOUS

- 9.1 <u>GOVERNING LAW.</u> This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of lowa without regard to principles of conflicts of laws.
- 9.2 <u>AGREEMENT AMENDMENTS.</u> The Agreement may only be amended as provided for in Section 1.0 of the General Provisions, Attachment C of this Contract.
- 9.3 NOTICES. Whenever this Contract requires or permits any notice or written request by one party to another, it shall be in delivered through lowaGrants.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 IDALS set forth heretofore, as modified from time to time, as being the address of IDALS.
- 9.4 <u>HEADINGS.</u> Article headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.
- 9.5 AGREEMENT COMPLIANCE; DISPUTE RESOLUTION. IEDA and IDALS are state agencies within the State of lowa. Pursuant to lowa Code Section 679A.19 any dispute between the IEDA and IDALS involving this Agreement that cannot be resolved after reasonable negotiation shall be submitted to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by IDALS, one member appointed by IEDA and one member appointed by the governor. The decision of the arbitration board shall be final.
- 9.6 <u>WAIVERS.</u> No waiver by either Party of any Event of 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 either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any other right or remedy.
- 9.7 <u>COUNTERPARTS.</u> This Agreement 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 but one and the same instrument.

- 9.8 <u>SURVIVAL OF REPRESENTATIONS</u>. All representations and warranties made herein or in any other documents related to this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.
- 9.9 <u>SEVERABILITY OF PROVISION.</u> Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and any other related document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other related document are intended to be subject at all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other related document invalid or unenforceable.
- 9.10 NONASSIGNMENT. This Agreement may not be assigned without the written consent of both IEDA and IDALS.
- 9.11 <u>INTEGRATION.</u> This Agreement contains the entire understanding between IDALS and IEDA relating to the subject matter hereof and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.
- 9.12 <u>RECORDS.</u> IDALS 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, including but not limited to all Subcontracts (defined herein), invoices and other records. IDALS shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by IEDA or December 31, 2026, whichever is later. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. 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.

ARTICLE 10 DOCUMENTS INCORPORATED BY REFERENCE

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> IDALS Shall Comply with the terms and conditions of the following documents which are hereby incorporated by reference:
 - (a) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
 - (b) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
 - (c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
 - (e) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.2 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 10 herein.
 - (b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016.
 - (c) Attachment A, "Program Description" and the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

- (d) Attachment B, "CDBG-NDR National Resilient Disaster Recovery Phase ONE and TWO Application" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/NDR.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- (f) Future HUD Guidance related to reporting program metrics and long-term commitments as stated in lowa's NDR Phase Two application as applicable. To be found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG when made available by HUD.
- 10.3 <u>SUPERSEDING AUTHORITY.</u> Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachments A, B, and C, 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.
- 10.4 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Start Date as stated in Article 4.1.

FOR THE IOWA DEPARTMENT of AGRICULTURE and LAND STEWARDSHIP:

BY:

Mike Naig, Deputy Secretary of Agriculture

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A PROGRAM DESCRIPTION

The following "Program Description" is incorporated into the recipient's lowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through lowaGrants.gov.

Iowa Department of Agriculture and Land Stewardship Program Description

IDALS will provide technical assistance to recipient counties and subrecipient Soil and Water Conservation Districts (SWCDs) and Watershed Management Authorities (WMAs) in selecting and training the six watershed project coordinators identified in the project.

Presently, IDALS provides funding to several SWCDs for watershed projects throughout lowa, including funds for cost-sharing installation of structural conservation practices and salary and benefits for watershed project coordinators. Through previous projects IDALS has developed template forms and training materials that can be utilized for the six project coordinators to be staffed through this project. IDALS will utilize HUD funding to enter into an agreement with a current watershed coordinator to provide training and technical support to IDALS and the project coordinators associated with the grant. Specific services IDALS will provide to the HUD IWA through this agreement will include:

- Technical assistance to SWCD commissioners and/or County Supervisors on management of project coordinators dedicated to HUD lowa Watersheds program
- · Development of project coordinator job description
- Assistance to SWCDs and counties in resume review/interviews for potential project coordinator applicants
- Development of financial management tools and contractor coordination guidance for project coordinators
- . Development of standard documents (i.e. maintenance agreements) for use by project coordinators
- Individual and/or group training for coordinators on unique requirements associated with HUD program compared to other SWCD watershed implementation grants

Disaster Tie-back: The activities proposed by IDALS directly support the project MID-URN areas by providing training, tools, forms, and other technical assistance to the project coordinators and others who will be helping to manage the implementation of constructed projects and conservation projects benefiting the MID-URN areas.

Deliverables: Activity Code 172-01 Watershed Planning, WMA Technical Assistance: \$250,000

Deliverables	Deliverable Goal
Project Coordinator training manual	1
Template financial tracking tool	1
Template project documents	-11
Conduct new coordinator orientation	7 coordinators
Final monitoring/reporting of projects	8 watersheds
Quarterly progress reports	20

Year 1

Quarter 1- \$15,000

- · Develop project coordinator training manual
- Develop template financial tracking files
- · Develop template project documents

Quarter 2- \$15,000

- · Complete project coordinator training manual
- Complete template financial tracking files
- · Complete template project documents

Quarter 3- \$15,000

- Assist subrecipients with selection of project coordinators (Upper Iowa, Upper Wapsi, Middle Cedar, Clear Creek/English River)
- · Training and orientation of new project coordinators

. Work with Iowa DNR to integrate coordinators into watershed plan development

Quarter 4 - \$15,000

- Assist subrecipients with selection of project coordinators (North Raccoon and EW Nishnabotna)
- Training and orientation of 2 new project coordinators
- Work with lowa DNR to integrate coordinators into watershed plan development
- Assist subrecipients with quarterly reporting to IEDA
- Complete annual report

Year 2

Quarter 1- \$15,000

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 <u>Quarter 2- \$12,500</u>
- · Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$12,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4 \$12,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
- Complete annual report

Year 3

Quarter 1- \$12,500

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 2- \$12,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$12,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4- \$12,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
- Complete annual report

Year 4

Quarter 1- \$12,500

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs Quarter 2- \$12,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$7,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4- \$7,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
- Complete annual report

Year 5

Quarter 1- \$7,500

Assist subrecipients with quarterly reporting to IEDA

- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 2 \$7,500
- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$7,500
- · Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4 \$25,000
- · Work with subrecipients to initiate project closeout and final reporting
- Complete final monitoring of projects
- Develop final project reports
- · Audit and closeout

Deliverables: Activity Code 309 Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage provided is not reduced.

IDALS will track the following activities outside the scope of the funded work as supporting leverage as committed in the Phase 2 grant application.

Deliverables	Deliverable Goal
Deliverables Complete the following supporting leverage projects: 1. Water Quality Initiative - Benton/Tama Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the lowa Nutrient Reduction Strategy. 2. Water Quality Initiative - Miller Creek Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the lowa Nutrient Reduction Strategy. 3. Water Quality Initiative - Bluegrass & Crabapple Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the lowa Nutrient Reduction Strategy. 4. Water Quality Initiative - Walnut Creek Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the lowa Nutrient Reduction Strategy.	Deliverable Goal 9
5. Water Quality Initiative - Elk Run Creek Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the lowa Nutrient Reduction Strategy. 6. Water Quality Initiative - Headwaters North Raccoon Targeted	
Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the Iowa Nutrient Reduction Strategy. 7. Publicly Owned Lakes Cost-Share Program. Installation of erosion control structures in the Prairie Rose Lake watershed	
8. Watershed Protection Fund- Installation of erosion control structures in the Dry Creek watershed 9. Watershed Protection Fund- Installation of erosion control structures in the Silver Creek watershed	
	TOTAL: \$1,461,228
Annual supporting leverage progress reporting through iowagrants.gov	5

ATTACHMENT C GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may 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) <u>UNILATERAL MODIFICATION</u>. 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) <u>AUTHORITY REVIEW</u>. 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) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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.
- 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, lowa 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-NDR 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-NDR 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-NDR 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-NDR 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-NDR 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-NDR 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 OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG-NDR FUNDING</u>. 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-NDR Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE</u>. 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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 <u>ENFORCEMENT EXPENSES</u>. 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, to the extent permitted by law.
- 11.0 INDEMNIFICATION. The Recipient agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act (Iowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG-NDR 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-NDR assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-NDR 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) <u>PERSONS COVERED</u>. 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-NDR funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG-NDR 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 in 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) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11–121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> 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) <u>FAIR HOUSING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (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 lowa may take further action, imposing other sanctions and invoking additional remedies as provided by the lowa Civil Rights Act of 1965 (Chapter 216, Code of lowa) 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 <u>POLITICAL ACTIVITY</u>. 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 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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.

Iowa Economic Development Authority Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program Interagency Agreement

Recipient: Iowa Department of Agricultural and Land Stewardship

Contract Number: 13-NDRP-018

Contract Amendment Number:

Amendment Effective Date: June 1, 2017

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Development Block Grant National Disaster Resilience (CDBG-NDR) Program contract. The IEDA initiated amendment is a result of recommendations by HUD CDBG-NDR national staff during their March 2017 technical assistance monitoring.

The contract by and between the lowa Economic Development Authority ("Department or IEDA") and lowa Department of Agricultural and Land Stewardship ("Recipient") is amended as of the date shown above as follows:

1. AMEND Award Amount by increasing the overall by \$16,347.

"AWARD AMOUNT: \$250,000 \$266,347"

- AMEND Article 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (f) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(c) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(f) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- AMEND Article 10.2 ORDER OF PRIORITY. by revising date of Attachment C, "CDBG Program General Provisions," dated February 24, 2016 and adding (g) Attachment D "National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines"
 - "(b) Attachment C, "CDBG Program General Provisions," dated February 24, 2016 May 1, 2017."
 - "(g) Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR."
- 4. AMEND Attachment C, "CDBG Program General Provisions," dated October 4, 2016 by revising date of Attachment C:

"ATTACHMENT C

GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 4, 2016 May 1, 2017"

- AMEND ATTACHMENT C, GENERAL PROVISIONS, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, May 1, 2017 by adding a new section 18.0 and renumbering the existing 18.0 <u>IOWA ECONOMIC DEVELOPMENT</u> AUTHORITY FRAUD AND WASTE POLICY to number 19.0:
 - "18.0 PROCUREMENT. For purposes of this agreement lowa Department of Natural Resources (IDNR), Iowa Department of Agriculture and Land Stewardship (IDALS), and Iowa Homeland Security and Emergency Management (HSEMD) are state agencies and follow the state's procurement policy as interpreted by their respective agencies per 2 CFR 200.317 procurements by states.

"48-9 19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY."

 AMEND (Iowa Department of Agricultural and Land Stewardship) Attachment A, "Program Description" by replacing the first paragraph with the following paragraph:

"The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter considered a starting point. Future modifications to be requested through IowaGrants.gov. The following "Program Description" is incorporated into the recipient's IowaGrants.gov account. Cost projections and tasks per quarter are considered a starting point based on an estimate of expenses and deviations are allowable. The IEDA Project Manager will track actual quarterly spending for each partner and compare this to the projected quarterly

spending as listed in Attachment A of the project contract. The spending tracker worksheet will be stored in the iowagrants.gov Required Uploads tab, Quarterly Budget and Plan, for each partner and updated quarterly by the Project Manager. The program guidelines, as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines, outline how deviations from the estimated spending will be addressed."

IDALS will provide technical assistance to recipient counties and subrecipient Soil and Water Conservation Districts (SWCDs) and Watershed Management Authorities (WMAs) in selecting and training the six watershed project coordinators identified in the project.

Presently, IDALS provides funding to several SWCDs for watershed projects throughout Iowa, including funds for costsharing installation of structural conservation practices and salary and benefits for watershed project coordinators. Through previous projects IDALS has developed template forms and training materials that can be utilized for the six project coordinators to be staffed through this project. IDALS will utilize HUD funding to enter into an agreement with a current watershed coordinator to provide training and technical support to IDALS and the project coordinators associated with the grant. Specific services IDALS will provide to the HUD IWA through this agreement will include:

- Technical assistance to SWCD commissioners and/or County Supervisors on management of project coordinators dedicated to HUD lowa Watersheds program
- Development of project coordinator job description
- Assistance to SWCDs and counties in resume review/interviews for potential project coordinator applicants
- · Development of financial management tools and contractor coordination guidance for project coordinators
- Development of standard documents (i.e. maintenance agreements) for use by project coordinators
- Individual and/or group training for coordinators on unique requirements associated with HUD program compared to other SWCD watershed implementation grants

Disaster Tie-back: The activities proposed by IDALS directly support the project MID-URN areas by providing training, tools, forms, and other technical assistance to the project coordinators and others who will be helping to manage the implementation of constructed projects and conservation projects benefiting the MID-URN areas.

Deliverables: Activity Code 172-01 Watershed Planning, WMA Technical Assistance: \$266,347

Deliverables	Deliverable Goal
Project Coordinator training manual	1
Template financial tracking tool	1
Template project documents	1
Conduct new coordinator orientation	7 coordinators
Final monitoring/reporting of projects	8 watersheds
Quarterly progress reports	20

Year 1

Quarter 1- \$15,000

- Develop project coordinator training manual
- Develop template financial tracking files
- Develop template project documents

Quarter 2- \$15,000

- Complete project coordinator training manual
- Complete template financial tracking files
- Complete template project documents

Quarter 3- \$15,000

- Assist subrecipients with selection of project coordinators (Upper Iowa, Upper Wapsi, Middle Cedar, Clear Creek/English River)
- Training and orientation of new project coordinators
- Work with Iowa DNR to integrate coordinators into watershed plan development

Quarter 4 - \$15,000

- Assist subrecipients with selection of project coordinators (North Raccoon and E/W Nishnabotna)
- · Training and orientation of 2 new project coordinators
- · Work with Iowa DNR to integrate coordinators into watershed plan development
- Assist subrecipients with quarterly reporting to IEDA
- Complete annual report

Year 2

Quarter 1- \$15,000

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs Quarter 2- \$12,500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs Quarter 3- \$12,500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4 \$12,500
 - Assist subrecipients with quarterly reporting to IEDA
 - Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 - · Complete annual report

Year 3

Quarter 1- \$12,500

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 2- \$12,500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$12,500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs Quarter 4- \$12,500
 - Assist subrecipients with quarterly reporting to IEDA
 - Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 - Complete annual report

Year 4

Quarter 1- \$12,500

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 2- \$12.500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$10,500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4- \$10,500
 - Assist subrecipients with quarterly reporting to IEDA
 - Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 - · Complete annual report

Year 5

Quarter 1- \$10,500

- Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs Quarter 2 - \$10,500
 - Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 3- \$11,847
 - · Assist subrecipients with quarterly reporting to IEDA
- Ongoing training and technical assistance to project coordinators and subrecipient counties and SWCDs
 Quarter 4 \$25,000
 - Work with subrecipients to initiate project closeout and final reporting
 - Complete final monitoring of projects
 - Develop final project reports
 - · Audit and closeout

Deliverables: Activity Code 309 Supporting Leverage

Alternative supporting leverage deliverables as approved by IEDA may be substituted as long as the total supporting leverage

provided is not reduced.

IDALS will track the following activities outside the scope of the funded work as supporting leverage as committed in the Phase

2 grant application.

Deliverables	Deliverable Goal
Complete the following supporting leverage projects: 1. Water Quality Initiative - Benton/Tama Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the lowa Nutrient Reduction Strategy. 2. Water Quality Initiative - Miller Creek Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the Iowa Nutrient Reduction Strategy. 3. Water Quality Initiative - Bluegrass & Crabapple Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the Iowa Nutrient Reduction Strategy. 4. Water Quality Initiative - Walnut Creek Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the Iowa Nutrient Reduction Strategy. 5. Water Quality Initiative - Elk Run Creek Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the Iowa Nutrient Reduction Strategy. 6. Water Quality Initiative - Headwaters North Raccoon Targeted Demonstration Project. Installation of erosion control structures and completion of agricultural management practices identified in the Iowa Nutrient Reduction Strategy. 7. Publicly Owned Lakes Cost-Share Program. Installation of erosion control structures in the Prairie Rose Lake watershed 8. Watershed Protection Fund- Installation of erosion control structures in the Dry Creek watershed 9. Watershed Protection Fund- Installation of erosion control structures in the Silver Creek watershed	9 TOTAL: \$1,461,228
Annual supporting leverage progress reporting through iowagrants.gov	5

AMEND contract by adding Attachment D, National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines:

"Attachment D, State of Iowa's Community Development Block Grant National Disaster Resilience Policies and Procedures Manual and the incorporated Program Specific Guidelines as found on the Authority's website at https://www.iowaeconomicdevelopment.com/Community/NDR.*

*The Recipient shall note that the NDR Policy and Procedures Manual includes Program Specific Guidelines relevant as follows:

- a) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Infrastructure
- b) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Bee Branch Healthy Homes Resiliency Program
- Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Watershed Projects
- d) Community Development Block Grant National Disaster Resiliency (CDBG-NDR) Iowa Watershed Approach Guidelines: Planning Partners

The Authority cannot overemphasize the importance of the Recipient following the respective Program Specific Guidelines."

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

RECIPIENT: Iowa Department of Agricultural and Land Stewardship

Mike Naig, Deputy Secretary of Agriculture

IOWA ECONOMIC DEVELOPMENT AUTHORITY

Timothy R. Waddell, Division Administrator

PROFESSIONAL SERVICES CONTRACT

PARTIES:

IOWA ECONOMIC DEVELOPMENT AUTHORITY

EOR Iowa, LLC

AGREEMENT NUMBER:

13-NDRTA-019

This Contract is entered is between the IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) and EOR lowa, LLC (Contractor). The parties agree as follows:

Section 1: IDENTITY OF THE PARTIES

1.1 Parties. IEDA is authorized to enter into this Contract. IEDA's address is: 200 East Grand Avenue, Des Moines, IA 50309.

EOR lowa, LLC (Contractor), a limited liability company is organized under the laws of the State of lowa and is authorized to do business in the State of lowa. The Contractor's address is: 915 8th ST, Boone, IA 50036.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

IEDA Project Manager:

Leslie Leager, Division Coordinator

200 East Grand Avenue, Des Moines IA 50309

515.725.3071

leslie.leager@iowa.gov

Contractor Project Manager:

Kevin Griggs, President & CEO 915 8th ST, Boone, IA 50036-2921

515.230.7044 kgriggs@eorinc.com

Section 2: STATEMENT OF PURPOSE

2.1 Background. In January, IEDA was awarded a CDBG disaster recovery resiliency award by the federal U.S. Department of Housing and Urban Development (HUD) to implement its proposed lowa Watershed Approach. Through the lowa Watershed Approach (IWA), lowans will work together to address factors that contribute to floods and nutrient flows. The IWA will accomplish six specific goals: 1) reduce flood risk; 2) improve water quality; 3) increase resilience; 4) engage stakeholders through collaboration and outreach/education; 5) improve quality of life and health, especially for vulnerable populations; and 6) develop a program that is scalable and replicable throughout the Midwest and the United States.

For the purposes of this contract, eight watersheds across lowa will serve as project sites for the IWA. These are: Upper Iowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, English River, North Raccoon River, West Nishnabotna River, and East Nishnabotna River. Each will leverage a watershed management authority, develop a hydrologic assessment and watershed plan, and implement water and soil conservation projects to reduce the magnitude of downstream flooding and to improve water quality during and after flood events.

2.2 Purpose. The parties have entered into this Contract for the purpose of retaining the Contractor to provide: to assist the IEDA in completing five Programmatic Environmental Assessment in eight HUC-8 watersheds to assess environmental impacts as they relate to the construction water & soil conservation practices.

Section 3: DURATION OF CONTRACT

- 3.1 Term of Contract. The term of this Contract shall be November 1, 2016 through October 31, 2018, unless terminated earlier is accordance with the Termination section of this Contract.
- 3.2 Approval of Contract. If the amount of compensation to be paid by IEDA according to the terms of this Contract is equal to or greater than \$50,000.00 (fifty thousand dollars), then performance shall not commence unless by October 1, 2016 this Contract has been approved by the Economic Development Board.
- 3.3 Renewal. Not applicable.

Section 4: DEFINITIONS

- 4.1 "Acceptance" means that IEDA has determined that one or more Deliverables satisfy IEDA's Acceptance Tests. Final Acceptance means that the IEDA has determined that all Deliverables satisfy the Acceptance Criteria. "Non-acceptance" means that IEDA has determined that one or more Deliverables have not satisfied IEDA's Acceptance Criteria.
- 4.2 "Acceptance Criteria" means the specifications, goals, performance measures, testing results and/or other criteria designated by IEDA and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.
- 4.3 "Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.
- 4.4 "Contractor Proposal" means the proposal submitted by Contractor in response to the RFP.
- 4.5 "RFP" means the Request for Proposal ("RFP") "State of Iowa's "Programmatic Environmental Assessment for CDBG-National Disaster Resiliency (CDBG-NDR) for Watershed Projects" issued by IEDA for general release on June 9, 2016 with bids due on August 12, 2016, RFP amendments and written responses to bidders' questions.

Section 5: STATEMENT OF WORK

- 5.1 Statement of Work. Contractor shall provide the professional services to IEDA as set forth in Exhibit A, Statement of Work.
- 5.2 Final Notice of Acceptance. If IEDA concludes, in its sole discretion, that all the tasks required by the Statement of Work met the requirements for Final Acceptance, then IEDA shall issue a written Final Notice of Acceptance.
- 5.3 Non-Exclusive Rights. This Contract is not exclusive. IEDA reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.
- 5.4 Stop Services. In addition to its other remedies described herein, IEDA shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements in this Contract. IEDA shall give Contractor written notice of a stop work directive. IEDA shall provide to Contractor the reasons for the stop work directive.
- 5.5 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of

performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

- 5.6 Amendments to Statement of Work Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:
 - 5.6.1 Written Request. IEDA shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Services.
 - 5.6.2 The Contractor's Response. The Contractor shall submit to IEDA a time and cost estimate for the requested Change Order within five (5) business days of receiving the Change Order Request.
 - 5.6.3 Acceptance of the Contractor Estimate. If IEDA accepts the estimate presented by the Contractor within five (5) business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.
 - 5.6.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the IEDA or its Board.
- 5.7 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by IEDA, are incorporated into this Contract by this reference:

(1) Exhibit A, Statement of Work and Budget.

- (2) Exhibit B, the Contractor's Proposal of August 1, 2016 submitted in response to the RFP; Due to its size, Exhibit B will not be attached to this Agreement, but will be kept on file at the Iowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.
- (3) Exhibit C, the Request for Proposal issued on June 9, 2016 by IEDA and written responses to bidders' question (collectively referred to as the RFP) Due to its size, Exhibit C will not be attached to this Agreement, but will be kept on file at the lowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.
- (4) Attachment A, Additional Requirements for Federally-funded Agreements
- 5.8 Preference. In the case of any inconsistency or conflict between the provisions of this document and the exhibit(s) described above, the following order of priority shall control:
 - (1) These Conditions, Sections 1-16;
 - (2) Attachment A, Additional Requirements for Federally-funded Agreements
 - (3) Exhibit A, Statement of Work and Budget.
 - (4) Exhibit B, the Contractor's Proposal of August 1, 2016 submitted in response to the RFP;
 - (5) Exhibit C, the Request for Proposal issued on June 9, 2016 by IEDA and written responses to bidders' question (collectively referred to as the RFP).

Section 6: MONITORING AND REVIEW

6.1 Schedule. Contractor shall complete its obligations and provide Deliverables under this Contract by the dates and according to the schedule described in Exhibit A, Statement of Work and Budget. Failure by Contractor to complete the above-designated portions of its obligations by dates set out and according to the schedule herein shall constitute material breach of this Contract by Contractor and shall be grounds for IEDA to immediately terminate this Contract for cause.

- 6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet monthly to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person, by telephone conference call, or other telecommunications means, at a time to be determined by the parties. Meetings may be postponed only on a case-by-case basis by mutual agreement of the parties.
- 6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:
 - Accomplishments during the previous period.
 - Activities planned for the upcoming period.
 - Tasks completed or deliverables produced during the previous period.
 - o An updated schedule of upcoming deliverables.
 - Any problems or concerns encountered since the last meeting.
 - An explanation of any deviations from the financial and hourly expenditures contained in Contractor's proposal of August 1, 2016, attached hereto as Exhibit B

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 IEDA right to review and observe. IEDA shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or IEDA, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7: COMPENSATION

- 7.1 Source of Funding. The source of funding for this Contract is the Community Development Block Grant Program Disaster Recovery National Disaster Resilience, a Federal grant.
- 7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$136,000. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.
- 7.3 Retained Amount. IEDA shall retain ten percent (10%) of the compensation associated with this Contract to secure the Contractor's performance under this Contract. The Retained Amount shall be payable only upon IEDA's issuance of a written Final Notice of Acceptance.
- 7.4 Final Notice Acceptance of Implementation of Statements of Work. If IEDA concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then IEDA shall issue a written Final Notice of Acceptance.
- 7.5 Budget. The budget for this Contract shall be as described in Exhibit A, Statement of Work and Budget.
- 7.6 Submission of Invoices. Invoices shall be submitted to IEDA not more than monthly for services provided under this Contract. Each invoice shall itemize the work performed pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain

appropriate documentation necessary to support the fees or charges included in the invoice. IEDA shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if IEDA reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to IEDA's Project Manager described in Section 1.2.

- 7.7 Payment of Invoices. IEDA shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to the Contractor and sent to the Contractor's Project Manager described in Section 1.2.
- 7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.
- 7.9 Delay of Payment Due to Contractor's Failure. If IEDA determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation, or any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. IEDA shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed.
- 7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to IEDA the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by IEDA of the overpayment or erroneous payment.
- 7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes IEDA or the State of lowa ("State") any sum (including any State taxes in arrears) under the terms of this Contract, any other Contract, pursuant to a judgment, or pursuant to any law, IEDA may set off such sum against any sum invoiced to IEDA by Contractor. This may be done in IEDA's sole discretion unless otherwise required by law.
- 7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.
- 7.13 Stop Services. In addition to its other remedies described herein, IEDA shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements under this Contract. IEDA shall give Contractor the reasons for the stop work directive.
- 7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to IEDA a release of all claims against IEDA arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of IEDA's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

Section 8: INSURANCE

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by lowa law

Section 9: COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the lowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., lowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor 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 lowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Sections 4.3 and 15.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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.

Section 10: TERMINATION

- 10.1 Termination for Cause by IEDA, IEDA may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in IEDA's notice of breach or any subsequent notice or correspondence delivered by IEDA to Contractor, provided that cure is feasible. In addition, IEDA may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:
 - 10.1.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
 - 10.1.2 Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - 10.1.3 Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
 - 10.1.4 Contractor terminates or suspends its business;
 - 10.1.5 Contractor's corporate existence or good standing in lowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
 - 10.1.6 Contractor has failed to comply with any applicable international, federal, state (including, but not limited to lowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - 10.1.7 IEDA determines or believes the Contractor has engaged in conduct that: (a) has or may expose IEDA or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
 - 10.1.8 Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
 - 10.1.9 Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
 - 10.1.10 Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - a. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- b. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- c. Making an assignment for the benefit of creditors;
- d. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
- e. Taking any action to authorize any of the foregoing.

IEDA's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to IEDA, and IEDA shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

- 10.2 Termination upon Notice. Following thirty (30) days written notice, IEDA may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.
- 10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, IEDA shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:
 - 10.3.1 The legislature or governor fails in the sole opinion of IEDA to appropriate funds sufficient to allow IEDA to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
 - 10.3.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IEDA to make any payment hereunder are insufficient or unavailable for any other reason as determined by IEDA in its sole discretion; or
 - 10.3.3 If IEDA's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
 - 10.3.4 If IEDA's duties, programs or responsibilities are modified or materially altered; or
 - 10.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects IEDA's ability to fulfill any of its obligations under this Contract.

IEDA shall provide Contractor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by IEDA pursuant to Section 10.1), IEDA shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which IEDA is obligated to pay pursuant to this Contract; provided however, that in the event IEDA terminates this Contract pursuant to Section 10.3, IEDA's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to IEDA and shall not be construed to require IEDA to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by IEDA in accordance with the terms of this Contract. IEDA shall not be liable, under any circumstances, for any of the following:

- 10.4.1 The payment of unemployment compensation to Contractor's employees;
- 10.4.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 10.4.3 Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 10.4.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- 10.4.5 Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- 10.5 Contractor's Termination Duties. Upon receipt of notice of termination or upon request of IEDA, Contractor shall:
 - 10.5.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as IEDA may require.
 - 10.5.2 Immediately cease using and return to IEDA any property or materials, whether tangible or intangible, provided by IEDA to Contractor.
 - 10.5.3 Cooperate in good faith with IEDA and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
 - 10.5.4 Immediately return to IEDA any payments made by IEDA for Deliverables that were not rendered or provided by Contractor.
 - 10.5.5 Immediately deliver to IEDA any and all Deliverables for which IEDA has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.
- 10.6 Termination for Cause by Contractor. Contractor may only terminate this Contract for the breach by IEDA of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of IEDA's receipt of Contractor's written notice of breach.
- 10.7 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of IEDA, become IEDA's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 11: CONFIDENTIAL INFORMATION

11.1 Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by IEDA to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by IEDA. The Contractor shall provide to IEDA a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in

charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of IEDA at all times.

- 11.2 No Dissemination of Confidential information. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of IEDA, either during the period of the Contract or thereafter. Any data supplied by IEDA to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of IEDA. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of IEDA. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.
- 11.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify IEDA and cooperate with IEDA in any lawful effort to protect the confidential information.
- 11.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to IEDA any unauthorized disclosure of confidential information.
- 11.5 Survives Termination. The Contractor's obligations under this section shall survive termination or expiration of this Contract.

Section 12: INDEMNIFICATION

- 12.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State, IEDA and its or their officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract), including but not limited to any claims related to, resulting from, or arising out of:
 - 12.1.1 Any breach of this Contract;
 - 12.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
 - 12.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
 - 12.1.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of lowa;
 - 12.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.
- 12.2 Survives Termination. Contractor's duties and obligations under this section shall survive the termination of this Contact and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

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Section 13: INTELLECTUAL PROPERTY

- Ownership and Assignment of Other Deliverables. Contractor agrees that the State and IEDA shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and IEDA all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and IEDA shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of IEDA and the payment of such royalties or other compensation as IEDA deems appropriate. Unless otherwise requested by IEDA, upon completion or termination of this Contract, Contractor will immediately turn over to IEDA all Deliverables not previously delivered to IEDA. and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of IEDA.
- 13.2 Waiver. To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.
- 13.3 Further Assurances. At IEDA's request, Contractor will execute and deliver such instruments and take such other action as may be requested by IEDA to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 13.1

Section 14: WARRANTIES AND REPRESENTATIONS

- 14.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (a) this Contract specifically denominates the Contractor's promise as a warranty; or (b) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to IEDA, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.
- 14.2 Contractor represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to IEDA hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to IEDA hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to IEDA herein; and (iii) IEDA shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- 14.3 Contractor represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) IEDA's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under

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any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform IEDA in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at IEDA's request and at the Contractor's sole expense: (i) procure for IEDA the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to IEDA all fees, charges and any other amounts paid by IEDA with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to IEDA and shall survive termination of this Contract.

14.4 Contractor represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Conditions. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) business days of receiving notice of such Deficiencies or failures from IEDA or within such other period as IEDA specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to IEDA's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto.

The foregoing shall not constitute an exclusive remedy under this Contract, and IEDA shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist IEDA with questions, problems and concerns about the Deliverables, to inform IEDA promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by IEDA, and provide IEDA with all necessary materials with respect to such repaired or corrected Deliverable.

- 14.5 Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as IEDA notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to IEDA, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse IEDA any fees or compensation paid to Contractor for the unsatisfactory services.
- 14.6 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the lowa Department of Administrative Services, Information Technology Enterprise.

14.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that IEDA will not have any obligations with respect thereto.

Section 15: MISCELLANEOUS CONTRACT ADMINISTRATION

- 15.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. IEDA will not withhold taxes on behalf of the Contractor (unless required by law).
- 15.2 Procurement. Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.
- 15.3 Non-Exclusive Rights. This Contract is not exclusive. IEDA reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.
- 15.4 Non-Supplanting Requirement. To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
- 15.5 Compliance with lowa Code chapter 8F. If the Contract is subject to the provisions of lowa Code chapter 8F, the Contractor shall comply with lowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to IEDA.
- 15.6 Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair IEDA's right to terminate the Contract pursuant to the termination provisions.
- 15.7 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.
- 15.8 Use of Third Parties. IEDA acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify IEDA in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. IEDA reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. IEDA shall have the right to request the removal of a subcontractor from the Contract for good cause.
- 15.9 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa

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law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IEDA or the State of Iowa.

- 15.10 Assignment and Delegation. Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of IEDA. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of IEDA. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Contractor under this Contract.
- 15.11 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.
- 15.12 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 15.13 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- 15.14 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.
- 15.15 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between IEDA and the Contractor for the Deliverables to be provided in connection with this Contract.
- 15.16 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 15.17 Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Special Conditions. Each such notice shall be deemed to have been provided:
 - 15.17.1 At the time it is actually received; or,
 - 15.17.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - 15.17.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 15.18 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.
- 15.19 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 15.20 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to IEDA are responsive to IEDA's requirements and requests in all respects.
- 15.21 Authorization. Contractor represents and warrants that:
 - 15.21.1 It has the right, power and authority to enter into and perform its obligations under this Contract.
 - 15.21.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 15.22 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 15.23 Records Retention and Access. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to IEDA throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit IEDA, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, IEDA reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:
 - 15.23.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.

- 15.23.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- 15.23.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with IEDA.
- 15.23.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- 15.24 Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A- 133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to IEDA if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to IEDA that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships. Contractor shall provide IEDA with a copy of any written audit findings or reports, whether in draft or final form, within 24 hours following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.
- 15.25 Qualifications of Staff. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the lowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the lowa Administrative Code.
- 15.26 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- 15.27 Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of IEDA and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.
- 15.28 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 15.29 Delays or Impossibility of Performance. Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or

supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by IEDA. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

- 15.30 Suspensions and Debarment. The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.
- 15.31 Conflict of Interest. Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and IEDA that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of lowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to IEDA, IEDA may terminate this Contract, and the Contractor shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to IEDA.
- 15.32 Certification regarding sales and use tax. By executing this Contract, the Contractor certifies it is either (a) registered with the lowa Department of Revenue, collects, and remits lowa sales and use taxes as required by lowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in lowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that IEDA may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in IEDA or its representative filing for damages for breach of contract.
- 15.33 Right to Address the Board of Directors or Other Managing Entity. IEDA reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. IEDA determines appropriateness.
- 15.34 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.
- 15.35 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 15.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant

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to the Contract and shall submit a report to IEDA on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

- 15.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.
- 15.38 Public Records. The laws of the State require procurement records to be made public unless otherwise provided by law.
- 15.39 Use of Name or Intellectual Property. Contractor agrees it will not use IEDA and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State.
- 15.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.
- 15.41 No Minimums Guaranteed. The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.
- 15.42 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 15.43 Federal Funds. The Contractor has read and understands the provisions of Attachment A, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 16: EXECUTION

IN WITNESS THEREOF, the parties hereto have executed this Contract on the date first stated in Section 3.1 Term of Contract.

FOR EOR Iowa, LLC:

Kevin M. Griggs, President & CEC

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

Deborah V./Durham. Director

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EXHIBIT A STATEMENT OF WORK AND BUDGET

I. STATEMENT OF WORK.

Work Plan

The proposed Programmatic Environmental Assessments will specifically address the consequences of implementing two most likely alternatives: a *No-Action Alternative* and a *Proposed Action Alternative*. All five Programmatic Environmental Assessments will be prepared in accordance with the *National Environmental Policy Act* regulations found in 7 CFR 799, as well as the *National Environmental Policy Act of 1969*, Public Law 91-190, 42 U.S.C. 4321-4347, 1 January 1970, as amended, and will follow the guidance provided in the Council on Environmental Quality's *Effective Use of Programmatic NEPA Reviews*. Emphasize will be placed on the cumulative direct and indirect effects – both positive and negative – of proposed conservation practices. The end product will support either a Finding of No Significant Impacts or identify issues that may require a fuller review resulting in the development of an Environmental Impact Statement.

In accordance with the U.S. Department of Housing and Urban Development's regulation 24 CFR 58, the Programmatic Environmental Assessments will be developed and structured as follows:

- Title Page
- Cover Sheet
- Propose of Project
- Description of Project
- Overview
- Implementation of Conservation Practices:
 - Wetland Restoration
 - Saturated Buffers
 - Prairie Strips
 - Stormwater Detention Basins
 - Streambank Stabilization
 - o Farm Ponds
 - Sediment Detention Basins
 - Bioreactors
 - Other Treatments
- Existing Conditions and Trends:
 - Location and General Setting
 - Political Units within the Watershed
 - Socioeconomic Conditions
 - Land-Use Practices
 - Hydrological Overview
 - Drainage Characteristics
 - Impaired Streams and Lakes
 - Groundwater
 - Biological Resources
 - Federal Listed Species
 - State Listed Species
 - Areas of Concern
- · Statutory Checklist:
 - o Air Quality
 - Airport Hazards
 - Coastal Zone Management (Not applicable)
 - Contamination and Toxic Substances
 - Endangered Species
 - Environmental Justice

- Explosive and Flammable Operations
- Farmland Protection
- Floodplain Management
- Noise Control
- o Water Quality Sole Source Aquifers
- Wetland Protection
- Wild and Scenic Rivers
- Environmental Assessment Checklist
 - Land Development
 - Socioeconomic Factors
 - Community Facility and Services
 - Natural Features
- Other Requirements
- Summary of Findings and Conclusions
 - Project Alternatives Considered
 - o Mitigation and Project Modification Measures Recommended
 - Additional Studies Performed
 - List of Agencies and Persons Consulted

Minimum List of Anticipated Figures to be included:

- Project Overview Map showing political units within and immediately outside watershed
- · Hydrologic Map showing streams, rivers, ponds, and lakes
- National Wetlands Inventory Map
- FEMA Floodplain Map
- Aguifer Map
- Impaired Waters Map
- Socioeconomic Maps including Demographics and Income Distribution
- Current Land Use Map
- EPA Superfund Site Map
- Airport Location Map
- Bedrock and Surface Geology Maps
- General Soils Map
- Biological Resources/Areas of Concern Map
- · Threatened and Endangered Species Map
- Ecoregion Map

Each document will also contain appendices, maps, tables, and a table of contents that support the analysis and conclusions presented in the document. The overall parlance of the document will be directed towards a general audience.

As part of the initial project scoping, data needed to complete impact analysis for each of the Programmatic Environmental Assessments will be complied from public documents, internetbased databases, information from the lowa Department of Natural Resources and from other stakeholders (county soil and water conservation districts, county conservation boards, local watershed organizations, etc.). Some of the resources that will be consulted will include – but in no way be limited to – the following sources:

- NEPAssist https://www.epa.gov/nepa/nepassist
- HUD Exchange Environmental Assessments https://www.hudexchange.info/environmentalreview/ environmental-assessments/
- Watershed Projects in Iowa

http://www.iowaagriculture.gov/waterResources/lowaWaters hedProjects.asp

- lowa Watershed Task Force Report http://www.iowaagriculture.gov/soil/pdf/IWTFReport.pdf
- lowa Department of Natural Resources Bionet https://programs.iowadnr.gov/bionet/
- Annual Iowa CREP Report http://www.iowaagriculture.gov/waterResources/pdf/2016/2 015ICREPAnnualReport.pdf
- lowa Watershed Improvement Review Board http://www.iowaagriculture.gov/IWIRB.asp
- Watershed Planning Advisory Council http://www.iowaagriculture.gov/WPAC.asp
- Water Summary Updates http://www.iowadnr.gov/Environmental- Protection/Water-Quality/Water-Summary-Update
- Lake Restoration: with program outline, progress reports and map of status http://www.iowadnr.gov/Environmental-
- Protection/Water-Quality/Lake-Restoration
- Watershed Quality Improvement Plans (with TMDL),
- List of Funding sources and other various watershed improvement guidelines http://www.iowadnr.gov/Environmental-Protection/Water- Quality/Watershed-Improvement
- Water Quality Standards Page: explains how survey results are taken for streams and protocol for stream designation http://www.iowadnr.gov/Environmental Protection/Water-Quality/Water-Quality-Standards
- Watershed Management Authority Page, with guidelines for WMAs as well as a map and list of active WMAs in the state http://www.iowadnr.gov/Environmental-Protection/Water-Quality/Watershed-Management-Authorities
- County Distribution of Iowa's Federally-Listed Threatened, Endangered, Proposed, and Candidate Species https://www.fws.gov/midwest/endangered/lists/iowa_cty.html
- Endangered Species Act Section 7 Consultation http://midwest.fws.gov/endangered/section7/section7.html.
- Threatened and Endangered Species System (TESS)/ http://ecos.fws.gov/tess_public/servlet/gov.doi.tess_public.servlets.TESSUsmap?status=listed.
- lowa Watershed Assessment Data 2014
 https://ofmpub.epa.gov/waters10/attains_state.report_control?p_state=IA&p_cycle=2014
 &p_report_type=A

- Natural Resource Conservation Service Watershed Boundary Dataset http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/water/watersheds/dataset/
- lowa Impaired Waters and TMDL Information https://ofmpub.epa.gov/waters10/attains_state.report_control?p_state=IA&p_cycle=2014 &p_report_type=T
- Superfund clean ups in lowa https://www.epa.gov/ia/iowa-cleanups
- Ecoregions of Iowa http://www.epa.gov/wed/pages/ecoregions/level_iii.htm. https://catalog.data.gov/dataset/level-iii-ecoregions-of-iowa
- USDA, National Agricultural Statistics Services https://www.nass.usda.gov/Statistics_by_State/lowa/
- USDA, Farm Service Agency State and National Enrollment Statistics
 https://www.fsa.usda.gov/programs-and-services/conservation-programs/reports-and-statistics/conservationreserve- program-statistics/index
- Federal Emergency Management Authority National Flood Policy Claims Statistics https://www.fema.gov/policy-claim-statistics-flood-insurance
- lowa State University Leadership Based Watershed Management http://www.soc.iastate.edu/extension/watershed/performance.html
- Comprehensive State Groundwater Protection Program https://coolice.legis.iowa.gov/Cool-ICE/default.asp?category=billinfo&service=lowaCode&input=455E.11
- Endangered Species Act of 1973 https://www.fws.gov/endangered/laws-policies/
- EO 11514: Protection and Enhancement of Environmental Quality http://www.archives.gov/federal-register/codification/executive-order/11514.html
- EO 11988: Floodplain Management (g) Floodplains and Wetlands http://www.archives.gov/federal-register/codification/executive-order/11988.html
- EO 11990: Protection of Wetlands http://www.archives.gov/federal-register/codification/executive-order/11990.html
- EO 12898, Environmental Justice for Minority and Low Income Populations
 https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-addressenvironmental-justice
- Farmland Protection Policy Act (FPPA) of 1981 http://www.nrcs.usda.gov/wps/portal/nrcs/detail/?cid=nrcs143 008275
- Food Security Act of 1985
 http://www.ers.usda.gov/publications/aib-agricultural-information-bulletin/aib498.aspx
- National Environmental Policy Act of 1969 https://www.epa.gov/nepa

- Safe Drinking Water Act of 1974 https://www.epa.gov/sdwa
- Watershed Profiles for HUC 8 Watersheds:
 - West Nishnabotna (https://cfpub.epa.gov/surf/huc.cfm?huc_code=10240002)
 - East Nishnabotna (https://cfpub.epa.gov/surf/huc.cfm?huc_code=10240003)
 - North Raccoon (https://cfpub.epa.gov/surf/huc.cfm?huc_code=07100006)
 - English River (https://cfpub.epa.gov/surf/huc.cfm?huc_code=07080209)
 - Clear Creek (https://cfpub.epa.gov/surf/huc.cfm?huc_code=07080209)
 - Upper Wapsipinicon (https://cfpub.epa.gov/surf/huc.cfm?huc_code=07080102)
 - Middle Cedar (https://cfpub.epa.gov/surf/huc.cfm?huc_code=07080205)
 - Upper lowa (https://cfpub.epa.gov/surf/huc.cfm?huc_code=07080207)
- Natural Resources Geographic Information Systems Library https://programs.iowadnr.gov/nrgislibx/
- Water Levels of Rivers and Lakes -- USACE http://rivergages.mvr.usace.army.mil/WaterControl/new/layout.cfm
- Water Resources of the United State http://water.usgs.gov/data/
- US Census Bureau Maps and Date https://www.census.gov/geo/maps-data/ http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml
- Iowa Code Chapter 481B Endangered Plants and Animals https://coolice.legis.iowa.gov/Cool-ICE/default.asp?category=billinfo&service=lowaCode&ga=83&input=481B
- lowa GIS Data Repository https://www.iowagisdata.org/
- lowa Geographic Map Server http://ortho.gis.iastate.edu/
- lowa Department of Transportation Geospatial Technologies GIS Data Downloads http://www.iowadot.gov/gis/downloads/default.aspx
- National Wild and Scenic River System National Park Service https://www.rivers.gov/
- National Water Trails System National Park Service https://www.nps.gov/watertrails/
- Green Book Non-attainment Areas http://www.epa.gov/oaqps001/greenbk/mapnmpoll.html
- Contaminated Sites database https://programs.iowadnr.gov/contaminatedsites/pages/search.aspx

Additionally, city and county zoning and planning ordinances will be reviewed and incorporated into the review and analysis, and information provided by the lowa Department of Economic Development, lowa Department of Homeland Security, and the U.S. Department of Housing and Urban Development will be used in these efforts.

In addition to these on-line resources, a variety of more-traditional resources and personal contacts for collaboration will be used to gather information to complete each Programmatic Environmental Assessment. These include:

- Iowa State Library
- Iowa State Archives
- · Iowa State Historical Society Library
- · Parks Library at Iowa State University
- University of lowa Libraries
- Rod Library at the University of Northern Iowa
- County historical societies
- Community libraries
- · Iowa Flood Center at the University of Iowa
- Faculty and staff in various departments and centers at the University of Iowa, Iowa State University, University of Northern Iowa, Drake University, Luther College, Simpson College, Grinnell College, and Buena Vista College.
- Natural Resource Conservation Service
- Iowa Natural Heritage Foundation
- . The Nature Conservancy
- Iowa Economic Development Authority
- Iowa Department of Agriculture and Land Stewardship
- Iowa Department of Natural Resources
- Watershed Management Authorities
- Soil and Water Conservation Districts
- County Responsible Entities

EOR understands that public hearings will not be offered or conducted during or as a part of the Programmatic Environmental Assessment development process. EOR also understands that cultural resources are not within the scope of this work and will be addressed by a different organization.

Deliverables:

Five Programmatic Environmental Assessments supporting a Finding of No Significant Impact or need for further analysis resulting in an Environmental Impact Statement.

Schedule*

The schedule for completion of the Programmatic Environmental Assessments shall be as described in the RFP and is summarized as follows:

- Programmatic Environmental Assessment 1 September 2017
- Programmatic Environmental Assessment 2 September (East Nishnabotna) and December (West Nishnabotna) 2017
- Programmatic Environmental Assessment 3 June 2017
- Programmatic Environmental Assessment 4 June 2017
- Programmatic Environmental Assessment 5 May 2017

^{*}The schedule is subject to revision upon mutual agreement between Contractor and IEDA.

II. BUDGET.

Task or Deliverables*	Cost**
Programmatic EA 1 to include:	\$28,000
West Nishnabotna South Watersheds (HUC-8) and the following (HUC-12's):	
South half of Mud Creek watershed (only the portion in Mills Co)	
Willow-Slough Creek Watershed.	
Four watersheds to be determined	
East Nishnabotna South Watersheds (HUC-8) and the following (HUC-12's):	
Mill Creek Watershed	
Ledgewood Creek Watershed	
Programmatic EA 2 to include:	\$20,000
North Raccoon River watershed (HUC-8) and the following (HUC-12's):	11.7
Outlet Creek Watershed	/
Headwaters Creek Watershed	
Two watersheds to be determined	
Programmatic EA 3 to include:	\$28,000
Lower Iowa: English River watershed (HUC-8) and the following (HUC-12's):	1000
Six watersheds to be determined	
Lower Iowa: Clear Creek watershed (HUC-8) and the following (HUC-12's):	
Middle clear Creek Watershed	
Upper clear Creek Watershed	
Programmatic EA 4 to include:	\$40,000
Upper Wapsipinicon River watersheds (HUC-8) and the following (HUC-12's):	
Four watersheds to be determined	
Middle Cedar River watersheds (HUC-8) and the following (HUC-12's):	
Hinkie watersheds	
Mud Watershed	
Opossum Watershed	
Wildcat Creek	
Six more to be determined	
Programmatic EA 5 to include:	\$20,000
Upper Iowa River (HUC-8) and the following (HUC-12's):	
Four watersheds to be determined	
NOT TO EXCEED TOTAL	\$136,000
contractor may invoice at 33%, 66%,100% completion of individual rogrammatic EA less 10% retainage	
** contractor may adjust 10% costs between Programmatic EA	
Retainage invoiced upon contract completion	

EXHIBIT B EOR Iowa, LLC'S RESPONSE DATED August 1, 2016 TO IEDA'S RFP

Due to its size, Contractor's Response to IEDA's Proposal will not be attached to this Agreement, but will be kept on file at the lowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.

EXHIBIT C IEDA'S RFP DATED June 9, 2016

Due to its size, RFP will not be attached to this Agreement, but will be kept on file at the lowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.

Attachment A, General Provisions Community Development Block Grant Program October 4, 2016 Additional Requirements for Federally-funded Agreements

1.0 AUDIT REQUIREMENTS.

- (a) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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.
- 2.0 <u>UNALLOWABLE COSTS</u>. 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, lowa 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 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 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 funds for acquisition or improvement to the real property.
- 3.0 <u>SUSPENSION</u>. 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 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 OMB 2 CFR part 200, subpart E.

4.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING</u>. 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 Federal block grant funds to the State.

5.0 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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.
- **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.

7.0 CONFLICT OF INTEREST.

- (a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (b) <u>PERSONS COVERED</u>. 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 funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- **8.0** USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG 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.

9.0 <u>CIVIL RIGHTS</u>.

- (a) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT</u>. The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of lowa; 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

lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.

- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. The Recipient certifles, 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract

certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (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 Iaw.
- (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.
- 10.0 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).
- 11.0 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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.

- 12.0 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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.
- 13.0 <u>IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY</u>. 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.

PROFESSIONAL SERVICES CONTRACT

PARTIES: IOWA ECONOMIC DEVELOPMENT AUTHORITY

EarthView Environmental, Inc.

AGREEMENT NUMBER: 13-NDRTA-020

This Contract is entered is between the IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) and EarthView Environmental, Inc. (Contractor). The parties agree as follows:

Section 1: IDENTITY OF THE PARTIES

1.1 Parties. IEDA is authorized to enter into this Contract. IEDA's address is: 200 East Grand Avenue, Des Moines, IA 50309.

EarthView Environmental, Inc. (Contractor), a S-Corporation is organized under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Contractor's address is: 310 Second St, Coralville, IA 52241.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

IEDA Project Manager: Ann Schmid, Division Coordinator

200 East Grand Avenue, Des Moines IA 50309

515.725.3071

Ann.Schmid@iowaeda.com

Contractor Project Manager: Joe Artz, Senior Geoarchaeologist and GIS Analyst

310 Second St, Coralville, IA 52241

319.358.2542

EVE@EVEInc.consulting

Section 2: STATEMENT OF PURPOSE

2.1 Background. In January, IEDA was awarded a CDBG disaster recovery resiliency award by the federal U.S. Department of Housing and Urban Development (HUD) to implement its proposed lowa Watershed Approach. Through the lowa Watershed Approach (IWA), Iowans will work together to address factors that contribute to floods and nutrient flows. The IWA will accomplish six specific goals: 1) reduce flood risk; 2) improve water quality; 3) increase resilience; 4) engage stakeholders through collaboration and outreach/education; 5) improve quality of life and health, especially for vulnerable populations; and 6) develop a program that is scalable and replicable throughout the Midwest and the United States.

For the purposes of this Contract, eight watersheds across Iowa will serve as project sites for the IWA. These are: Upper Iowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, English River, North Raccoon River, West Nishnabotna River, and East Nishnabotna River. Each will leverage a watershed management authority, develop a hydrologic assessment and watershed plan, and implement water and soil conservation projects to reduce the magnitude of downstream flooding and to improve water quality during and after flood events. A copy of the application and more information about the HUD grant can be found here: http://www.iowaeconomicdevelopment.com/Community/NDR.

2.2 Purpose. Scope of work & deliverables include: The completion of Archaeological Probability Modeling or Landscape Suitability Modeling (LSM) (essentially a Phase 1A or Desktop review similar to the LSM concept developed by Artz et al.c.2000 incorporating similar variables, weighting and data sets used in

previous models implemented in the State of Iowa) for approximately 38 HUC-12 watersheds, located in the IWA eligible eight HUC-8 watersheds to assess potential impacts to cultural resources as they relate to the construction of water & soil conservation practices in those watersheds. The Archaeological modeling would then be used by IEDA recipients to help inform the best locations for proposed water and soil conservation practices, and once locations are selected, the consulting archaeologist would assist in determining when such practices would require further Phase 1 investigation.

Section 3: DURATION OF CONTRACT

- 3.1 Term of Contract. The term of this Contract shall be May 1, 2017 through April 30, 2020, unless terminated earlier in accordance with the Termination section of this Contract.
- 3.2 Approval of Contract. If the amount of compensation to be paid by IEDA according to the terms of this Contract is equal to or greater than \$50,000.00 (fifty thousand dollars), then performance shall not commence unless by April 21, 2017 this Contract has been approved by the Economic Development Board.
- 3.3 Renewal. The contract will be automatically renewed for 1 year unless 90 days prior to the contract end date either party gives notice of its decision not to renew the contract. If no notice is given prior to 90 days of the contract end IEDA will initiate the contract renewal process. If the initial contract award amount of \$232,000 has not been incurred under by the end of the contract end date the balance of the funds are available to be included in the one year renewal.

Section 4: DEFINITIONS

- 4.1 "Acceptance" means that IEDA has determined that one or more Deliverables satisfy IEDA's Acceptance Tests. Final Acceptance means that the IEDA has determined that all Deliverables satisfy the Acceptance Criteria. "Non-acceptance" means that IEDA has determined that one or more Deliverables have not satisfied IEDA's Acceptance Criteria.
- 4.2 "Acceptance Criteria" means the specifications, goals, performance measures, testing results and/or other criteria designated by IEDA and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.
- 4.3 "Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.
- 4.4 "Contractor Proposal" means the proposal submitted by Contractor in response to the RFP.
- 4.5 "RFP" means the Request for Proposal ("RFP") "State of Iowa's "State of Iowa's Programmatic Archaeological Review for CDBG-National Disaster Resiliency (CDBG-NDR) for Watershed Projects" issued by IEDA for general release on March 1, 2017 with bids due on April 5, 2017, RFP amendments and written responses to bidders' questions.

Section 5: STATEMENT OF WORK

- 5.1 Statement of Work. Contractor shall provide the professional services to IEDA as set forth in Exhibit A, Statement of Work.
- 5.2 Final Notice of Acceptance. If IEDA concludes, in its sole discretion, that all the tasks required by the Statement of Work met the requirements for Final Acceptance, then IEDA shall issue a written Final Notice of Acceptance.
- 5.3 Non-Exclusive Rights. This Contract is not exclusive. IEDA reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during

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the term of this Contract.

- 5.4 Stop Services. In addition to its other remedies described herein, IEDA shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements in this Contract. IEDA shall give Contractor written notice of a stop work directive. IEDA shall provide to Contractor the reasons for the stop work directive.
- 5.5 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.
- Amendments to Statement of Work Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:
 - 5.6.1 Written Request. IEDA shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Services.
 - 5.6.2 The Contractor's Response. The Contractor shall submit to IEDA a time and cost estimate for the requested Change Order within five (5) business days of receiving the Change Order Request.
 - 5.6.3 Acceptance of the Contractor Estimate. If IEDA accepts the estimate presented by the Contractor within five (5) business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.
 - 5.6.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the IEDA or its Board.
- 5.7 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by IEDA, are incorporated into this Contract by this reference:

(1) Exhibit A, Statement of Work and Budget.

- (2) Exhibit B, the Contractor's Proposal of April 5, 2017 submitted in response to the RFP; Due to its size, Exhibit B will not be attached to this Agreement, but will be kept on file at the lowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.
- (3) Exhibit C, the Request for Proposal issued on March 1, 2017 by IEDA and written responses to bidders' question (collectively referred to as the RFP) Due to its size, Exhibit C will not be attached to this Agreement, but will be kept on file at the Iowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.
- (4) Attachment A, Additional Requirements for Federally-funded Agreements
- 5.8 Preference. In the case of any inconsistency or conflict between the provisions of this document and the exhibit(s) described above, the following order of priority shall control:
 - (1) These Conditions, Sections 1-16;
 - (2) Attachment A, Additional Requirements for Federally-funded Agreements

(3) Exhibit A, Statement of Work and Budget.

(4) Exhibit B, the Contractor's Proposal of April 5, 2017 submitted in response to the RFP;

(5) Exhibit C, the Request for Proposal issued on March 1, 2017 by IEDA and written responses to bidders' question (collectively referred to as the RFP).

Section 6: MONITORING AND REVIEW

6.1 Schedule. Contractor shall complete its obligations and provide Deliverables under this Contract by the dates and according to the schedule described in Exhibit A. Statement of Work and Budget.

Failure by Contractor to complete the above-designated portions of its obligations by dates set out and according to the schedule herein shall constitute material breach of this Contract by Contractor and shall be grounds for IEDA to immediately terminate this Contract for cause.

- 6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet monthly to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person, by telephone conference call, or other telecommunications means, at a time to be determined by the parties. Meetings may be postponed only on a case-by-case basis by mutual agreement of the parties.
- 6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:
 - Accomplishments during the previous period.
 - Activities planned for the upcoming period.
 - Tasks completed or deliverables produced during the previous period.
 - An updated schedule of upcoming deliverables.
 - Any problems or concerns encountered since the last meeting.
 - An explanation of any deviations from the financial and hourly expenditures contained in Contractor's proposal of April 5, 2017, attached hereto as Exhibit B.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 IEDA right to review and observe. IEDA shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or IEDA, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7: COMPENSATION

- 7.1 Source of Funding. The source of funding for this Contract is the Community Development Block Grant Program Disaster Recovery - National Disaster Resilience, a Federal grant.
- 7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$232,000. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.
- 7.3 Retained Amount. IEDA shall retain ten percent (10%) of the compensation associated with this Contract to secure the Contractor's performance under this Contract. The Retained Amount shall be payable as specified in Exhibit A Budget.
- 7.4 Final Notice Acceptance of Implementation of Statements of Work. If IEDA concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then IEDA shall

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issue a written Final Notice of Acceptance.

- 7.5 Budget. The budget for this Contract shall be as described in Exhibit A, Statement of Work and Budget.
- 7.6 Submission of Invoices. Invoices shall be submitted to IEDA not more than monthly for services provided under this Contract. Each invoice shall itemize the work performed pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. IEDA shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if IEDA reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to IEDA's Project Manager described in Section 1.2.
- 7.7 Payment of Invoices. IEDA shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to the Contractor and sent to the Contractor's Project Manager described in Section 1.2.
- 7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.
- 7.9 Delay of Payment Due to Contractor's Failure. If IEDA determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation, or any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. IEDA shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed.
- 7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to IEDA the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by IEDA of the overpayment or erroneous payment.
- 7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes IEDA or the State of Iowa ("State") any sum (including any State taxes in arrears) under the terms of this Contract, any other Contract, pursuant to a judgment, or pursuant to any law, IEDA may set off such sum against any sum invoiced to IEDA by Contractor. This may be done in IEDA's sole discretion unless otherwise required by law.
- 7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.
- 7.13 Stop Services. In addition to its other remedies described herein, IEDA shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements under this Contract. IEDA shall give Contractor the reasons for the stop work directive.
- 7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to IEDA a release of all claims against IEDA arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of IEDA's

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claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

Section 8: INSURANCE

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

Section 9: COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the lowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., lowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor 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 lowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Sections 4.3 and 15.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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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.

Section 10: TERMINATION

- 10.1 Termination for Cause by IEDA. IEDA may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in IEDA's notice of breach or any subsequent notice or correspondence delivered by IEDA to Contractor, provided that cure is feasible. In addition, IEDA may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:
 - 10.1.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
 - 10.1.2 Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - 10.1.3 Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
 - 10.1.4 Contractor terminates or suspends its business:
 - 10.1.5 Contractor's corporate existence or good standing in lowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
 - 10.1.6 Contractor has failed to comply with any applicable international, federal, state (including, but not limited to lowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - 10.1.7 IEDA determines or believes the Contractor has engaged in conduct that: (a) has or may expose IEDA or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
 - 10.1.8 Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
 - 10.1.9 Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
 - 10.1.10 Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - a. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed

against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- c. Making an assignment for the benefit of creditors;
- d. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
- e. Taking any action to authorize any of the foregoing.

IEDA's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to IEDA, and IEDA shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

- 10.2 Termination upon Notice. Following thirty (30) days written notice, IEDA may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.
- 10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, IEDA shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:
 - 10.3.1 The legislature or governor fails in the sole opinion of IEDA to appropriate funds sufficient to allow IEDA to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
 - 10.3.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IEDA to make any payment hereunder are insufficient or unavailable for any other reason as determined by IEDA in its sole discretion; or
 - 10.3.3 If IEDA's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
 - 10.3.4 If IEDA's duties, programs or responsibilities are modified or materially altered; or
 - 10.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects IEDA's ability to fulfill any of its obligations under this Contract.

IEDA shall provide Contractor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by IEDA pursuant to Section 10.1), IEDA shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which IEDA is obligated to pay pursuant to this Contract; provided however, that in

the event IEDA terminates this Contract pursuant to Section 10.3, IEDA's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to IEDA and shall not be construed to require IEDA to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by IEDA in accordance with the terms of this Contract. IEDA shall not be liable, under any circumstances, for any of the following:

- 10.4.1 The payment of unemployment compensation to Contractor's employees;
- 10.4.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 10.4.3 Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 10.4.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- 10.4.5 Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- 10.5 Contractor's Termination Duties. Upon receipt of notice of termination or upon request of IEDA, Contractor shall:
 - 10.5.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as IEDA may require.
 - 10.5.2 Immediately cease using and return to IEDA any property or materials, whether tangible or intangible, provided by IEDA to Contractor.
 - 10.5.3 Cooperate in good faith with IEDA and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
 - 10.5.4 Immediately return to IEDA any payments made by IEDA for Deliverables that were not rendered or provided by Contractor.
 - 10.5.5 Immediately deliver to IEDA any and all Deliverables for which IEDA has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.
- 10.6 Termination for Cause by Contractor. Contractor may only terminate this Contract for the breach by IEDA of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of IEDA's receipt of Contractor's written notice of breach.
- 10.7 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of IEDA, become IEDA's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 11: CONFIDENTIAL INFORMATION

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- 11.1 Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by IEDA to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by IEDA. The Contractor shall provide to IEDA a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of IEDA at all times.
- 11.2 No Dissemination of Confidential information. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of IEDA, either during the period of the Contract or thereafter. Any data supplied by IEDA to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of IEDA. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of IEDA. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.
- 11.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify IEDA and cooperate with IEDA in any lawful effort to protect the confidential information.
- 11.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to IEDA any unauthorized disclosure of confidential information.
- 11.5 Survives Termination. The Contractor's obligations under this section shall survive termination or expiration of this Contract.

Section 12: INDEMNIFICATION

- 12.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State, IEDA and its or their officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract), including but not limited to any claims related to, resulting from, or arising out of:
 - 12.1.1 Any breach of this Contract;
 - 12.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
 - 12.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
 - 12.1.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of lowa;
 - 12.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto)

- infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.
- 12.2 Survives Termination. Contractor's duties and obligations under this section shall survive the termination of this Contact and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

Section 13: INTELLECTUAL PROPERTY

- Ownership and Assignment of Other Deliverables. Contractor agrees that the State and IEDA shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and IEDA all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and IEDA shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents. contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of IEDA and the payment of such royalties or other compensation as IEDA deems appropriate. Unless otherwise requested by IEDA, upon completion or termination of this Contract, Contractor will immediately turn over to IEDA all Deliverables not previously delivered to IEDA, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of IEDA.
- 13.2 Waiver. To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.
- 13.3 Further Assurances. At IEDA's request, Contractor will execute and deliver such instruments and take such other action as may be requested by IEDA to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 13.1.

Section 14: WARRANTIES AND REPRESENTATIONS

- 14.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (a) this Contract specifically denominates the Contractor's promise as a warranty; or (b) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to IEDA, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.
- 14.2 Contractor represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to IEDA hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to IEDA hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Contractor has not previously and will not grant any rights in any Deliverables to any

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third party that are inconsistent with the rights granted to IEDA herein; and (iii) IEDA shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

- Contractor represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) IEDA's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform IEDA in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at IEDA's request and at the Contractor's sole expense: (i) procure for IEDA the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to IEDA all fees, charges and any other amounts paid by IEDA with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to IEDA and shall survive termination of this Contract.
- 14.4 Contractor represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Conditions. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) business days of receiving notice of such Deficiencies or failures from IEDA or within such other period as IEDA specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to IEDA's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto.

The foregoing shall not constitute an exclusive remedy under this Contract, and IEDA shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist IEDA with questions, problems and concerns about the Deliverables, to inform IEDA promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by IEDA, and provide IEDA with all necessary materials with respect to such repaired or corrected Deliverable.

14.5 Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as IEDA notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to IEDA, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse IEDA any fees or compensation paid to Contractor for the unsatisfactory services.

- 14.6 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the lowa Department of Administrative Services, Information Technology Enterprise.
- 14.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that IEDA will not have any obligations with respect thereto.

Section 15: MISCELLANEOUS CONTRACT ADMINISTRATION

- 15.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. IEDA will not withhold taxes on behalf of the Contractor (unless required by law).
- 15.2 Procurement. Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.
- 15.3 Non-Exclusive Rights. This Contract is not exclusive. IEDA reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.
- 15.4 Non-Supplanting Requirement. To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
- 15.5 Compliance with Iowa Code chapter 8F. If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to IEDA.
- 15.6 Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair IEDA's right to terminate the Contract pursuant to the termination provisions.
- 15.7 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.
- 15.8 Use of Third Parties. IEDA acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify IEDA in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. IEDA reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor

remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. IEDA shall have the right to request the removal of a subcontractor from the Contract for good cause.

- 15.9 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IEDA or the State of Iowa.
- 15.10 Assignment and Delegation. Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of IEDA. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of IEDA. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Contractor under this Contract.
- 15.11 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.
- 15.12 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 15.13 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- 15.14 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.
- 15.15 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between IEDA and the Contractor for the Deliverables to be provided in connection with this Contract.
- 15.16 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 15.17 Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Special Conditions. Each such notice shall be deemed to have been provided:

15.17.1 At the time it is actually received; or,

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- 15.17.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 15.17.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 15.18 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.
- 15.19 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 15.20 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to IEDA are responsive to IEDA's requirements and requests in all respects.
- 15.21 Authorization. Contractor represents and warrants that:
 - 15.21.1 It has the right, power and authority to enter into and perform its obligations under this Contract.
 - 15.21.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 15.22 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 15.23 Records Retention and Access. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to IEDA throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit IEDA, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, IEDA reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

- 15.23.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.
- 15.23.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- 15.23.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with IEDA.
- 15.23.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- 15.24 Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A- 133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to IEDA if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to IEDA that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships. Contractor shall provide IEDA with a copy of any written audit findings or reports, whether in draft or final form, within 24 hours following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.
- 15.25 Qualifications of Staff. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.
- 15.26 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- 15.27 Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of IEDA and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.
- 15.28 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 15.29 Delays or Impossibility of Performance. Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or

impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by IEDA. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

- 15.30 Suspensions and Debarment. The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.
- 15.31 Conflict of Interest. Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and IEDA that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of lowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to IEDA, IEDA may terminate this Contract, and the Contractor shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to IEDA.
- 15.32 Certification regarding sales and use tax. By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that IEDA may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in IEDA or its representative filing for damages for breach of contract.
- 15.33 Right to Address the Board of Directors or Other Managing Entity. IEDA reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. IEDA determines appropriateness.
- 15.34 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

- 15.35 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 15.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to IEDA on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.
- 15.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract. Pursuant to lowa Code chapter 669, IEDA and the State of lowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of lowa is not obligated to establish any such fund during the term of this Contract.
- 15.38 Public Records. The laws of the State require procurement records to be made public unless otherwise provided by law.
- 15.39 Use of Name or Intellectual Property. Contractor agrees it will not use IEDA and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State.
- 15.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.
- 15.41 No Minimums Guaranteed. The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.
- 15.42 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 15.43 Federal Funds. The Contractor has read and understands the provisions of Attachment A, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.
- 15,44 IOWAGRANTS.GOV. The Authority reserves the right to require the Recipient to utilize the lowaGrants.gov system to conduct business associated with this Contract.

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Section 16: EXECUTION

IN WITNESS THEREOF, the parties hereto have executed this Contract on the date first stated in Section 3.1 Term of Contract.

FOR EarthView Environmental, Inc.:

By:

Joe Artz, Senior Geoarchaeologist and GIS Analyst

FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:

By:

Deborah V. Durham, Director

EXHIBIT A STATEMENT OF WORK AND BUDGET

I. STATEMENT OF WORK.

Work Plan

Scope of work & deliverables include: The completion of Archaeological Probability Modeling or Landscape Suitability Modeling (LSM) (essentially a Phase 1A or Desktop review similar to the LSM concept developed by Artz et al.c.2000 incorporating similar variables, weighting and data sets used in previous models implemented in the State of Iowa) for up to 38 HUC-12 watersheds, located in the IWA eligible eight HUC-8 watersheds to assess potential impacts to cultural resources as they relate to the construction of water & soil conservation practices in those watersheds. The Archaeological modeling would then be used by IEDA recipients to help inform the best locations for proposed water and soil conservation practices, and once locations are selected, the consulting archaeologist would assist in determining when such practices would require further Phase 1 investigation.

Proposed water & soil conservation practices include: Channel Bank Stabilization, perennial cover/grass, oxbow restoration, floodplain restoration, small (.25 – 2 acre) and large (2 -5 acre) farm ponds, sediment detention basins, storm water detention basins, prairie STRIPS, Terraces, buffer strips, bioreactors, small and large wetlands, and saturated buffers. The exact location, combination, and number of these practices within the watershed will be determined by hydrologic assessments and watershed plans that will be occurring before or concurrent to the programmatic Environmental Assessments and the Programmatic Archaeological Review.

Areas that will be included in the reviews: The following HUC-8 and HUC-12 watersheds will be included:

- West Nishnabotna South Watersheds (HUC-8) and the following (HUC-12's):
 - South half of Mud Creek watershed (only the portion in Mills Co)
 - Willow-Slough Creek Watershed.
 - o Four watersheds to be determined
- East Nishnabotna South Watersheds (HUC-8) and the following (HUC-12's):
 - Mill Creek Watershed
 - Ledgewood Creek Watershed
- North Raccoon River watershed (HUC-8) and the following (HUC-12's):
 - Outlet Creek Watershed
 - Headwaters Creek Watershed
 - Two watersheds to be determined
- Lower Iowa: English River watershed (HUC-8) and the following (HUC-12's):
 - · Six watersheds to be determined
- Lower lowa: Clear Creek watershed (HUC-8) and the following (HUC-12's):
 - Middle clear Creek Watershed
 - Upper clear Creek Watershed
- Upper Wapsipinicon River watersheds (HUC-8) and the following (HUC-12's):
 - Four watersheds to be determined
- Middle Cedar River watersheds (HUC-8) and the following (HUC-12's):
 - o Hinkle watersheds
 - Mud Watershed
 - Opossum Watershed
 - Wildcat Creek
 - Six more to be determined
- Upper Iowa River (HUC-8) and the following (HUC-12's):
 - Four watersheds to be determined

Watershed maps: included at the end of this document. The HUC-8 watersheds have been already identified. Some of the HUC-12 watersheds within the HUC-8 watersheds have been identified. However, the unidentified HUC-12 watersheds will be identified during in the environmental review process and communicated to the contractor.

Programmatic Archaeological Review Responsibilities for NDR Watersheds: included at the end of this document. The roles, duties and responsibilities of the selected Contractor, IEDA, partner entities, and the counties are outlined in this attachment.

Programmatic Archaeological Modeling: The programmatic archaeological modeling is intended to assist IEDA and IEDA's recipients of Federal Funds to evaluate the potential for cultural resources to be located within the areas of federal funded projects. This will be limited to the modeling of 38 HUC-12 areas as described above.

Specific Site Review: Once specific sites are identified within the previously modeled HUC-12, the consulting archaeologist will use the modeling data to make a recommendation as to if additional Phase 1 survey work is required in advance of construction. At this time, the exact number of individual sites is unknown, but anticipated to be as many as 700 sites spread out over the 38 HUC-12 areas. PLEASE NOTE: The selected Contractor will not be eligible to bid on or conduct site specific Phase I investigations. Citation: 2 CFR 200.319(a) Competition.

Public hearings: will not be conducted in association with the preparation of programmatic archaeological modeling. The overall program hearings have already occurred. Final public comment will be coordinated through the responsible entities as environmental assessments are finalized and then later as specific sites are identified for construction. The contractor will not be involved in this process.

Collaborative partners: The contractor may work closely with project partners to complete the programmatic archaeological modeling: IEDA, University of Iowa Flood Center, Watershed Management Authorities, the Department of Natural Resources as well as the identified County Responsible Entities. IEDA and the County Responsible Entities would be available to assist in identifying potential cultural resources in the specific HUC-12 areas.

Methodology of the review: A majority of this work is expected to be accomplished through web research, discussions with project partners, and review of provided materials. Parallel to the programmatic archaeological modeling, the environmental review will be ongoing and, the Watershed Management Authorities will be forming and hydrologic assessments and watershed management plans will be completed.

Format of the reviews: contractors will propose their format for supplying the findings of the programmatic archaeological modeling. This modeling will include easily deciphered maps that differentiate between areas of lower probability and areas of high probability for projects to impact or affect cultural resources.

Time frames: estimated timeframe for work products as follows:

Summer 2017 - Probability Modeling on the most ready to proceed HUC 12s including:

- Lower lowa: Clear Creek watershed (HUC-8) and the following (HUC-12's):
 - Middle clear Creek Watershed
 - Upper clear Creek Watershed
- Middle Cedar River watersheds (HUC-8) and the following (HUC-12's):
 - Hinkle watersheds
 - Mud Watershed
 - Opossum Watershed
 - Wildcat Creek

Fall 2017 - Probability Modeling on ready to proceed HUC 12s including:

East Nishnabotna South Watersheds (HUC-8) and the following (HUC-12's):

- Mill Creek Watershed
- Ledgewood Creek Watershed
- North Raccoon River watershed (HUC-8) and the following (HUC-12's):
 - Outlet Creek Watershed
 - Headwaters Creek Watershed

Winter 2017 – Site Specific Reviews for Raccoon River and Middle Cedar as sites are identified. Winter 2017 – Probability Modeling on ready to proceed HUC 12s including:

- North Raccoon River watershed (HUC-8) and the following (HUC-12's):
 - Two watersheds to be determined
- Middle Cedar River watersheds (HUC-8) and the following (HUC-12's):
 - Six Watersheds to be determined
- Upper Iowa River (HUC-8) and the following (HUC-12's):
 - Four Watersheds to be determined

Spring/Summer 2018 – Ongoing Site Specific Reviews for all probability modeled watersheds. Spring/Summer 2018 – Probability Modeling on ready to proceed HUC 12s including:

- West Nishnabotna South Watersheds (HUC-8) and the following (HUC-12's):
 - South half of Mud Creek watershed (only the portion in Mills Co)
 - Willow-Slough Creek Watershed.
 - Four watersheds to be determined
- Upper Wapsipinicon River watersheds (HUC-8) and the following (HUC-12's):
 - · Four watersheds to be determined
- Lower lowa: English River watershed (HUC-8) and the following (HUC-12's):
 - · Six watersheds to be determined

Fall 2018 - Spring 2021 Site Specific Reviews for all probability modeled watersheds.

Although these timeframes are somewhat flexible, the archaeological modeling and site specific reviews must be completed in a timely manner with little delay.

II. BUDGET.

Task or Deliverables*	Cost**
The Fixed fee cost for probability modeling/LSM based on a total of approximately 38 identified HUC-12s.	\$70,000
The fixed fee cost for site specific reviews based on modeling of approximately 700 sites.	\$162,000
NOT TO EXCEED TOTAL	\$232,000
*contractor may seek compensation upon completion of modeling/LSM of each HUC-12 less 10% retainage	
*contractor may seek compensation upon completion of each site specific review less 10% retainage	
*contractor cannot submit invoices more often than monthly.	
*retainage may be invoiced annually and upon contract completion.	
**contractor may reallocate up to 10% between line items	

EXHIBIT B EarthView Environmental, Inc.'s response dated April 5, 2017 to IEDA'S RFP

Due to its size, Contractor's Response to IEDA's Proposal will not be attached to this Agreement, but will be kept on file at the Iowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.

EXHIBIT C IEDA'S RFP dated March 1, 2017

Due to its size, RFP will not be attached to this Agreement, but will be kept on file at the Iowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.

Attachment A, General Provisions Community Development Block Grant Program October 4, 2016 Additional Requirements for Federally-funded Agreements

1.0 AUDIT REQUIREMENTS.

- (a) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable, and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT</u>. 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.
- 2.0 <u>UNALLOWABLE COSTS</u>. 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, lowa 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 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 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 funds for acquisition or improvement to the real property.
- 3.0 <u>SUSPENSION</u>. 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 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 OMB 2 CFR part 200, subpart E.

4.0 TERMINATION.

- (a) <u>FOR CAUSE</u>. 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) <u>FOR CONVENIENCE</u>. 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) <u>DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING</u>. 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 Federal block grant funds to the State.

5.0 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 noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS</u>. 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) <u>RETURN OF FUNDS</u>. 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.
- **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.

7.0 CONFLICT OF INTEREST.

- (a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (b) <u>PERSONS COVERED</u>. 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 funds.
- (c) <u>CONFLICTS OF INTEREST</u>. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 8.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS</u>. CDBG 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.

9.0 CIVIL RIGHTS.

- (a) <u>DISCRIMINATION IN EMPLOYMENT</u>. 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 lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT</u>. 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) <u>SOLICITATION AND ADVERTISEMENT</u>. The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the lowa 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

lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.

- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING</u>. 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) <u>SECTION 3 COMPLIANCE</u>. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract

certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (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.
- 10.0 <u>POLITICAL ACTIVITY</u>. 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).
- 11.0 <u>LIMIT ON RECOVERY OF CAPITAL COSTS</u>. 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.

- 12.0 <u>FEDERAL GOVERNMENT RIGHTS.</u> 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.
- 13.0 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.