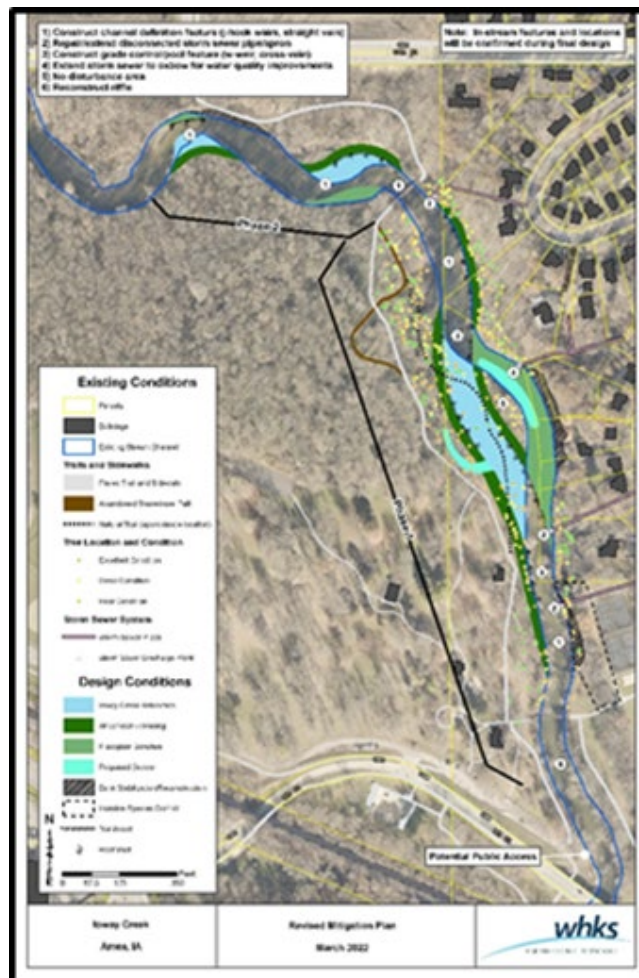


**COUNCIL ACTION FORM**

**SUBJECT: 2019/2020 STORMWATER EROSION CONTROL (IOWAY CREEK BROOKSIDE) GRANT FUNDING**

**BACKGROUND:**

In February 2022, staff submitted a Water Infrastructure Fund grant application to the Iowa Finance Authority (IFA) for the Ioway Creek Stormwater Erosion Control project within Brookside Park for stream and water quality improvements that improve resiliency of the corridor. **The grant request for \$500,000 was approved, and on April 12, 2022, Council approved a resolution to enter into the grant agreement with the Iowa Finance Authority.** This grant funding will cover construction of in-stream features, streambank stabilization, water quality oxbow, segmental channel relocation, and riparian corridor enhancement in Brookside Park.



Funding for this project is provided by these sources:

<b>FUNDING SOURCE</b>	<b>AMOUNT</b>
Stormwater Utility Fund	\$ 300,000
State Revolving Fund	300,000
IDALS Water Quality Initiative	100,000
<b>IFA Water Infrastructure Fund</b>	<b>500,000</b>
<b>TOTAL</b>	<b>\$ 1,200,000</b>

**Following City Council approval, staff was contacted by the Iowa Finance Authority about proposed changes to the grant agreement due to updated federal reporting requirements.** Changes were made to the format and structure of the document as well the addition of details required for federal compliance. The City Attorney has reviewed and approved the revised documents. **There is no change in the amount of grant funding.**

**ALTERNATIVES:**

1. Approve the revised grant agreement with the Iowa Finance Authority in the amount of \$500,000.
2. Do not approve the revised grant agreement and forfeit the previously awarded grant funds.

**CITY MANAGER'S RECOMMENDED ACTION:**

Grant funding previously awarded by the Iowa Finance Authority provides 42% of the project budget. Due to updated federal reporting requirements, the Iowa Finance Authority is requiring the City to approve the revised grant agreement.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**WATER INFRASTRUCTURE FUND  
GRANT AGREEMENT BETWEEN  
THE IOWA FINANCE AUTHORITY  
AND**

---

**AWARD NO.:**

--

**AWARD AMOUNT:**

--

THIS Water Infrastructure Fund Grant Agreement (“Grant Agreement”) is between the Iowa Finance Authority (“Authority” or “IFA”) and \_\_\_\_\_ (“Subrecipient”) (Collectively the “Parties”).

**AWARD IDENTIFICATION**

<b>PROJECT NAME:</b>	
<b>SUBRECIPIENT LEGAL ENTITY NAME:</b>	
<b>SUBRECIPIENT ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>SUBRECIPIENT UEI NUMBER:</b>	
<b>FEDERAL AWARD IDENTIFICATION NUMBER:</b>	SLFRP4374
<b>FEDERAL AWARD DATE:</b>	July 9, 2021
<b>GRANT PERFORMANCE START DATE:</b>	
<b>GRANT PERFORMANCE END DATE:</b>	
<b>AMOUNT OF FEDERAL FUNDS OBLIGATED:</b>	
<b>FEDERAL GRANT PROJECT DESCRIPTION:</b>	Coronavirus State and Local Fiscal Recovery Funds
<b>NAME OF FEDERAL AWARING AGENCY:</b>	US Department of Treasury
<b>NAME OF PASS-THROUGH ENTITY:</b>	Iowa Finance Authority
<b>ADDRESS OF PASS-THROUGH ENTITY:</b>	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
<b>AUTHORITY CONTACT INFORMATION:</b>	Aaron Smith, (515) 452-0461
<b>ASISTANCE LISTING NUMBER:</b>	21.027 – Coronavirus State and Local Fiscal Recovery Funds
<b>FEDERAL AWARD AMOUNT AVAILABLE:</b>	
<b>IS THIS AWARD R &amp; D:</b>	No

## **ARTICLE 1 – FUNDING**

### **1.1 FUNDING SOURCE**

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

### **1.2 MAXIMUM PAYMENTS**

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

### **1.3 FAILURE TO RECEIVE GRANT FUNDS**

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

## **ARTICLE 2 – USE OF FUNDS**

### **2.1 GENERAL**

The Subrecipient applied for funding to complete a water infrastructure project located in \_\_\_\_\_ (the “Project”). The Water infrastructure Fund (“WIF”) application and any supporting documentation (the “Application”) submitted to the Authority by the Subrecipient is incorporated herein by reference. The Subrecipient shall complete in a satisfactory and proper manner, as determined by the Authority, the Project as described in this Grant Agreement and the Application, and any other documents between the Authority and the Subrecipient that dictate the terms of the Grant Subrecipient’s performance with regard to the Project (the “Project Documents”).

The Subrecipient shall use the Grant only for eligible uses related to the Project, in accordance with this Agreement and any applicable state or federal law including, but not limited to, the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (“Final Rules”) and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

### **2.2 PROJECT**

Changes from the approved project detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

### **ARTICLE 3 – 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 Subrecipient any amounts under this Grant Agreement:

#### **3.1 GRANT AGREEMENT EXECUTED**

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

#### **3.2 DOCUMENTATION REQUIRED FOR PAYMENT**

The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls in order to verify the expenditures were for uses eligible for reimbursement using SLFRF and incurred during the time period set forth in Paragraph 5.6 below.

### **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT**

The Subrecipient represents, covenants, and warrants that:

#### **4.1 AUTHORITY**

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

#### **4.2 USE OF FUNDS**

The Subrecipient will use the Grant Funds to acquire, construct, and equip the Project in accordance with this Grant Agreement and the Project Documents; any applicable state or federal law including, but not limited to, the provisions of the Act and Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

#### **4.3 FINANCIAL INFORMATION**

All financial statements and related materials concerning the Grant provided to the Authority in the Application and the Project Documents are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

#### **4.4 APPLICATION**

The contents of the Application and the Project Documents are/were a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application and Project Documents that have not been communicated to the Authority.

#### **4.5 CLAIMS AND PROCEEDINGS**

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. 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 Subrecipient, affecting the property involved in this Grant Agreement.

#### **4.6 PRIOR AGREEMENTS**

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

#### **4.7 TERM OF AGREEMENT**

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

### **ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT**

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

#### **5.1 WORK AND SERVICES**

The Subrecipient shall perform work and services as described in the Project Documents previously submitted to the Authority.

#### **5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS**

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

### 5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. Reporting may include, but not be limited to, photographs documenting progress toward project completion.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

### 5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Grant Agreement 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 Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Grant Agreement or December 31, 2032, whichever is later. 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.

### 5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

### 5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Construction of the Project shall commence no later than 6 months after the Award Date unless the Authority agrees in writing to a commencement date later than 6 months after the Award Date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **all costs incurred prior to March 3, 2021 and**

**after December 31, 2024 are not eligible uses of these funds.** The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

## **5.7 NOTICE OF PROCEEDINGS**

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

## **5.8 NOTICES TO THE AUTHORITY**

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

## **5.9 CONFLICT OF INTEREST**

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

## **5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION**

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and



confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

#### **5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING**

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.
- 5.11.2 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 Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 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.

#### **5.15 PROGRAM CERTIFICATIONS**

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.
- 5.15.2 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

5.15.3 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

#### **5.16 DOCUMENTATION AND SIGNAGE.**

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

### **ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT**

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

### **ARTICLE 7 – DEFAULT AND REMEDIES**

#### **7.1 EVENTS OF DEFAULT**

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient 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 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

## **7.2 NOTICE OF DEFAULT**

The Authority shall issue a written notice of default providing therein a 30-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

## **7.3 REMEDIES UPON DEFAULT**

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

## **ARTICLE 8 – GENERAL PROVISIONS**

### **8.1 AMENDMENT**

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

### **8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD**

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

### **8.3 UNALLOWABLE COSTS**

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

### **8.4 SUSPENSION**

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

### **8.5 TERMINATION**

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, if it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

### **8.6 PROCEDURES UPON TERMINATION**

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient 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. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.

8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.

8.6.3 *Return of Funds.* 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 30 days of the disallowance.

## **8.7 ENFORCEMENT EXPENSES**

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

## **8.8 INDEMNIFICATION**

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, 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 Subrecipient in the performance of this Grant Agreement.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.1 BINDING EFFECT**

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

### **9.2 SURVIVAL OF GRANT AGREEMENT**

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

### **9.3 GOVERNING LAW**

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

### **9.4 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.

### **9.5 LIMITATION**

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

### **9.6 HEADINGS**

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

### **9.7 INTEGRATION**

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, 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 Grant Agreement.

### **9.8 COUNTERPARTS**

This Grant 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.

### **9.9 DOCUMENTATION**

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

### **9.10 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 The Project Documents.

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

**9.11 ORDER OF PRIORITY**

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;

9.11.2 Articles 1 - 9 of this Agreement;

9.11.3 The Project Documents;

9.11.4 The Application.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the dates specified below.

**SUBRECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**IOWA FINANCE AUTHORITY:**

By: \_\_\_\_\_  
*Deborah V. Durham, Executive Director*

\_\_\_\_\_  
*Date*



**EXHIBIT A**

**PROJECT – APPLICATION ON FILE**

Summary description of the Project receiving funding:

**Grant Award Amount – \$** \_\_\_\_\_

**Participant's Notice Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

**Refer to the Application on file for full details of the Application and Project.**

## **EXHIBIT B**

### **U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

1. Use of Funds.
  - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records.
  - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
  - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each

activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.
14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or

- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]