



**AGENDA**  
**REGULAR MEETING OF THE**  
**WINDSOR HEIGHTS CITY COUNCIL**  
**Friday, September 1, 2023 - 1:30 PM**  
**ZOOM ONLY. MEETING ID: 856 0702 7585**

Notice to the Public: If you would like the supporting documents and information, please call City Hall by noon the day of the meeting. Copies of City Council Agendas are free to the public. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting.

1. **Call to Order/Roll Call**
2. **Approval of the Agenda**
3. **New Business:**
  - A. Approve Resolution No.2023-46 Approving the City of Windsor Heights Participation in the Community Development Block Grant Program of Polk County
4. **Adjourn**

The agenda was posted on the official bulletin boards, posted to [www.windsorheights.org](http://www.windsorheights.org), and city social media platforms in compliance with the requirements of city ordinances and the open meetings law.



**STAFF REPORT**  
**CITY COUNCIL**  
September 1, 2023

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Approve Resolution No.2023-46 Approving the City of Windsor Heights  
Participation in the Community Development Block Grant Program of Polk  
County

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Resolution No. 2023-46 Polk County CDBG Participation
2. Intergovernmental Agreement CDBG v2

**Resolution No. 2023-46**

**A RESOLUTION APPROVING THE CITY OF WINDSOR HEIGHTS  
PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM OF POLK COUNTY**

**WHEREAS**, Federal funding is available under the Community Development Block Grant Program, administered by Polk County for the purpose of the provision of public improvement activities, housing activities, public services activities, and economic development activities; and

**WHEREAS**, after public meeting and due consideration, the City has recommended participation in the Community Development Block Grant Program of Polk County so that City projects can be considered for grant funding; and

**WHEREAS**, it is necessary for the City to approve the preparation of an agreement to receive funds from this program; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Windsor Heights does hereby approve and authorize the preparation and filing of an agreement and that the Mayor or City Administrator is hereby authorized to sign all necessary documents on behalf of the City in accordance with this resolution.

Passed and Approved on this 1st day of September, 2023.

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Mike Jones, Mayor

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Adam Strait, City Clerk

**INTERGOVERNMENTAL AGREEMENT  
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR  
FEDERAL FISCAL YEARS 2024-2026 ADMINISTERED BY THE U.S. DEPARTMENT  
OF HOUSING AND URBAN DEVELOPMENT**

**THIS INTERGOVERNMENTAL AGREEMENT ("Amended Agreement")** is made and executed this \_ day of \_; 2023 by and between the County of Polk, a governmental entity and subdivision of the State of Iowa ("County"), and the City of Windsor Heights ("City"), located in Polk County; State of Iowa. The County and City may hereinafter be referred to individually as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("Act") (as last amended and supplemented), permitting and providing for the participation of the federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

**WHEREAS**, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act; and

**WHEREAS**, the rules and regulations governing the Community Development Block Grant ("CDBG") Program issued by HUD to implement the Act and published in 24 C.F.R, Part 570 ("Regulations") provide that a county must qualify as an "Urban County", as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County's Community Development Block Grant ("CDBG") Program; and

**WHEREAS**, Polk County, Iowa qualifies and intends to begin operating as an Urban County for the federal fiscal years (FYs) 2024-2026 based on HUD CPD Notice 23-02; Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2024-2026; and

**WHEREAS** a determination has been made by HUD that the County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement; and

**WHEREAS**, a determination has been made by HUD that the County, acting by and through the Polk County Board of Supervisors, is authorized to undertake essential housing activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement; and

**WHEREAS**, it is recognized that the County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City and, therefore, its ability to conduct the CDBG Program in the City is limited by the requirement that it must obtain permission from the City to perform certain kinds of activities therein, and accordingly, in order for the City to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City and the County enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and

publicly assisted housing, within the boundaries of the City as may be approved and authorized in the County's annual grant agreements with HUD; and

**WHEREAS**, the participating City understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

**WHEREAS**, Under general provisions of Iowa law governing contracting between governmental entities, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

**WHEREAS** the City now desires to become a participating jurisdiction under the County's status as an Urban County; and

**WHEREAS**, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program; and

**WHEREAS**, the Polk County Board of Supervisors will adopt the Intergovernmental Agreement regarding the Community Development Block Grant program for federal Fiscal Years 2024-2026 administered by the U.S. Department of Housing and Urban Development ("Original Agreement"); and

**WHEREAS**, all other provisions contained in the Original Agreement remain unchanged; and

**NOW, THEREFORE**, in consideration of the premises set forth above and the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: ·

## **RESPONSIBILITIES OF THE CITY**

### **A. City and County Cooperation**

The City will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City during the federal program years this Agreement is in effect.

The City will also cooperate with the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City. The finalized projects and activities will be included in the County's Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City understands and agrees, however, that the County shall have final responsibility for the selection of all projects and activities to be included in the grant request and for submission of the request.

The City shall cooperate fully with the County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City as may be approved and authorized in: (1) the County's CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

### **B. Subrecipient Agreements**

The City understands and agrees that pursuant to 24 C.F.R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement ("Subrecipient Agreement") as set forth in 24 C.F.R. § 570,503. This Agreement shall govern the Subrecipient Agreement and each of the individual projects approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City to receive and continue receiving CDBG Funds, the following must occur:

The City must execute this Agreement.

The City must apply to the County for CDBG Funds for each specific project or activity.

The City must sign a Subrecipient Agreement with the County for the specific project or activity, The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.

The City must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.

The City must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

### **C. Assurances and Certifications**

The City agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

### **D. Administrative Control**

As to any proposed projects funded under this Agreement, the City agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to the CDBG Program or the implementation of the Annual Action Plan (or five (5) year Consolidated Plan with an Annual Action Plan component) when required, during the period covered by this Agreement.

### **E. Non-Appropriation Clause**

The City agrees that it will include in every contract it enters, where it relies upon CDBG monies for funding, a non appropriation clause that will protect itself and the County from any liability or responsibility on any suit which might result from the discontinuance of CDBG funding for any reason.

### **F. Excessive Force**

The City/County has adopted and is enforcing the following law enforcement measures:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2. A policy enforcing applicable 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 jurisdictions.

### **G. Expenditure Restrictions**

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

### **H. Day-To-Day Supervision**

The City will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees.

### **I. Cost Overruns**

Since the City is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City if its projects or activities cannot be completed with the funds allocated by the County to the City. Any cost overruns shall be the sole responsibility of the City or City contractors, partnering entities or other assigns.

### **J. Project Changes**

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

### **K. Bonds**

The City will include with construction contracts it enters into for any project with estimated costs of \$100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

### **L. Insurance**

The City shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:

Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with the following limits:

Workers' Compensation: Employers' Liability: \$1,000,000

Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the contractor's owned, hired and non owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Professional Liability Insurance coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City as certificate holders and name the County and the City their officers and employees as additional insureds. The County and the City will be certificate holders in respect to the required Workers' Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The contractor shall furnish Polk County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Polk County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Polk County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Polk County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Polk County Board of Supervisors  
111 Court Avenue, Suite 300  
Des Moines, Iowa 50309  
auditor@polkcountyiowa.gov

The contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Polk County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **M. Records**

The City shall maintain a complete set of books and records documenting its use of the CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City shall provide full access to these books and records to the County, the Secretary of HUD or their designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with



federal laws and regulations may be confirmed. The City further agrees to provide to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall be maintained for five (5) years after closing out the CDBG project.

#### **N. Timelines**

The City shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable's implementation will begin when the County provides written notification to the City that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R. § 570.902.

#### **O. Limitations**

The City agrees that no more than two and one-half percent (2.5%) of the funds the City actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City understands that by executing this Agreement, it may not apply for grants under the State CDBG Program for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

#### **P. Financial Management**

The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The City agrees that before the County can distribute any CDBG funds, the City must submit to the County Board of Supervisors documentation and reimbursement form required by such Department which states the amount of funding the City is requesting. Upon approval of the request, the County will distribute the requested funds to the City or directly to the appropriate contractor on a reimbursement basis.

#### **Q. Program Income**

The City agrees that, pursuant to 24 C.F.R. § 570.504, all Program Income received under the CDBG Program will be retained by the City and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City terminates participation in the County's CDBG Program, income received subsequent to the City's termination shall be remitted to the County.

#### **R. Asset Management**

If the City terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24 C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

#### **S. State, City, and County Law Compliance**

All responsibilities of the City enumerated herein shall be subject to applicable State statutes, City ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City.

## **RESPONSIBILITIES OF THE COUNTY**

### **A. Legal Liability and Responsibility**

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, for following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City. Accordingly, the City agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City, the County shall have the necessary administrative control required to meet HUD requirements.

### **B. Performance and Compliance Monitoring**

The County's supervisory and administrative obligations to the City shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

## **RESPONSIBILITIES OF THE PARTIES**

### **A. Federal Compliance**

The Parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City is included, the provisions of the Act and all regulations, rules and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program.

More specifically, the City and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5,105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, 2 C.F.R. 200 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

### **A. Length of Agreement**

This Agreement will remain in effect until the CDBG funds and program income received with respect to the "three-year qualification period" FY 2024-/2026) are expended and the funded activities completed. This stipulation also applies to any successive qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is

in effect.

### **B. Automatic Renewal**

This Agreement will automatically be renewed for participation in successive "three-year qualification periods", unless the City provides prior written notice that it elects not to participate in a new qualification period at any time. By the date specified by HUD's Urban County qualification notice for the next qualification period, the County will notify the City of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. The City is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent "three-year qualification period". Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of the City to sign an amendment will void the automatic renewal of such qualification period.

### **C. Fair Housing**

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County's actions to comply with the County's fair housing certification. The parties will take all actions necessary to assure compliance with the County's certification as stated in section III. A above.

### **D. Reporting**

The City will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion. The County shall be responsible for confirming the compliance of the City's project with applicable federal laws and regulations. The County shall further be responsible for maintaining proper documentation of the County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable federal agencies in a timely fashion.

### **E. Non-Profit Support**

The Parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the nonprofit organizations that provide community service activities to the populations in need within the Urban County and the City.

### **F. Transfer of Funds**

The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such City, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

## **CONTRACT ALTERATION**

The terms of this Agreement may be changed or altered only by the mutual written agreement of the Parties and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned,

### OTHER PROVISIONS

Entire Agreement. This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Assignability. No Party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

Appropriations. Notwithstanding any other term, condition or provision herein, each and every obligation of the Parties is subject to the requirement of a prior appropriation of funds therefore by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the \_\_\_th day of \_\_\_\_\_, 2023.

POLK COUNTY, IOWA

By: \_\_\_\_\_  
Tom Hockensmith, Chair  
Polk County Board of Supervisors

ATTEST:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
County Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL CONTENT:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Director of Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Risk Manager

Date: \_\_\_\_\_

CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
Name, Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

## EXHIBIT A CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** - The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Antidisplacement and Relocation Plan** - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant program.

**Anti-Lobbying** - To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid; by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

**Authority of Jurisdiction** - The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** --The housing activities to be undertaken with Community Development Block Grant funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** - It will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

### Specific Community Development Block Grant Certifications

The Entitlement County certifies that:

**Citizen Participation** - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts

91 and 570.

**Following a Plan** - It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** - It has complied with the following criteria:

**Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

**Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024-2026 or a period specified by the grantee of one, two, or three specific consecutive program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

**Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, 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.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** - It has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination Laws** - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C, 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, and R.

**Compliance with Laws** - It will comply with applicable laws.

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION**

#### **Lobbying Certification**

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.



