

CITY OF DECATUR
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
SUBRECIPIENT AGREEMENT

This Coronavirus State and Local Fiscal Recovery Funds (CLFRF), established by the American Rescue Plan Act 2021 (ARP) Sub-Recipient Agreement (the "AGREEMENT") is made on this _____, by and between the **City of Decatur (COD)**, an Illinois Municipal Corporation (hereinafter "CITY") and **Dove, Inc. for the COD Rent, Mortgage and Utility Relief Program** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has received funds from the United States Government the U.S. Department of the Treasury under the American Rescue Plan Act of 2021 and;

WHEREAS, the CLFRF funds will be utilized to provide emergency funds to the hardest-hit communities and families for rent, mortgage and utility assistance within an eligible census tract;

WHEREAS, the City wishes to engage the Sub-recipient to assist the City in utilizing such funds in accordance with ARP guidelines and Federal regulations;

NOW, THEREFORE, it is agreed between the parties hereto that;

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through C) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.
- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CLFRF grant funds from the CITY for the **COD Rent, Mortgage and Utility Relief Program** (hereinafter "Program"), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of people to be served (2) the number of program participants who are expected to be Decatur residents, (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and (4) the number of program participants who will avoid the risk of becoming homeless, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CLFRF funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix A.

- III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY'S CLFRF program by the U.S. Department of Treasury. SUBRECIPIENT understands that changes issued to the CITY'S CLFRF program by U.S. Department of Treasury may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CLFRF programs within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by the American Rescue Plan Act 2021, including Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Director of the Economic and Community Development Department and /or Assistant Director of the Economic and Community Development Department, based on the requirements outlined by the U.S. Department of Treasury for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within U.S. Department of Treasury's American Rescue Plan Act 2021, and the Guide shall be incorporated hereto by reference and will be provided to the SUBRECIPIENT.

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **August 3, 2021 and end on July 31, 2022.** A ***Notice to Proceed*** will be provided to the sub-recipient identifying the approved start date. Payment of CLFRF funds by the CITY to the SUB-RECIPIENT shall occur for the approved eligible services and/or activities performed by the SUB-RECIPIENT during the term of this Agreement as long as the SUB-RECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUB-RECIPIENT has control over CLFRF funds, including any program income.

- V. **AMOUNT OF APPROPRIATION:** The total appropriation of CLFRF funds for the Program shall be for an amount not to exceed **Four hundred and fifty thousand dollars (\$450,000)**. These funds will be dispersed in three increments of **One hundred and fifty thousand dollars (\$150,000)**. The SUB-RECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made

by the United States Congress, Department of Treasury, and/or the CITY. Any new local appropriations shall occur upon approval of the Decatur City Council. SUB-RECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- VI. **INELIGIBLE PROGRAM COSTS:** The SUB-RECIPIENT agrees that certain direct program costs are ineligible for CLFRF funds. Recording requirements prescribed by Congress, Department of Treasury, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CLFRF funds. Ineligible direct program costs can be found in the Coronavirus State and Local Fiscal Recovery Funds guide. There shall not be a duplication of funding to any applicant.
- VII. **PAYMENT OF CLFRF FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Four hundred and fifty thousand dollars (\$450,000)**. Such funds shall be paid to the SUB-RECIPIENT in three increments of **One hundred and fifty thousand dollars (\$150,000)**. The CITY and the Sub-recipient CANNOT disperse any grant funds until this Agreement has been executed by both parties.
- The SUB-RECIPIENT understands that this Agreement is for a CLFRF Rent, Mortgage and Utility Relief and the payments shall be made per this agreement.
 - The SUB-RECIPIENT understands that disbursement will be contingent upon the SUB-RECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
 - No disbursement will be made by the CITY unless all required reports (including beneficiary, performance, financial, and narrative reports, and source documents for CLFRF funded expenditures) have been submitted and approved by the CITY staff. Payment may be withheld pending receipt and approval of all required documentation.
- VIII. **SUSPENSION OR TERMINATION:**
- **Suspension or Termination for Cause by CITY:** The SUB-RECIPIENT understands and agrees that if SUB-RECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement.
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of Treasury guidelines, policies, or directives as may become applicable at any time;

- b. Failure, for any reason, of the SUB-RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUB-RECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
- 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUB-RECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
 - d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUB-RECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUB-RECIPIENT's proposal cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

IX. **REGULAR MEETING REQUIREMENT:** SUB-RECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUB-RECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by U.S. Department of Treasury.

X. **RECORD REQUIREMENTS:** SUB-RECIPIENT shall provide the CITY, U.S. Department of Treasury, the Inspector General of the United States or any of their duly authorized

representatives, access to any books, documents, papers and records of the SUB-RECIPIENT which pertain to the CLFRF funded program for monitoring, making audits, examinations, excerpts, transcripts and photocopying.

XI. SUB-RECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUB-RECIPIENT's final audit and program close out by the CITY. SUB-RECIPIENT shall establish and maintain a project file that contains the following sections:

1. General project correspondence and related items.
2. Financial source documentation and associated transactional documentation.
3. Procurement procedures and associated documents.
4. Compliance with applicable State and Federal regulations.
5. Program reports.
6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low- and moderate-income.
7. Personnel actions.
8. Acquisition and disposition of property.

II. The records which, at a minimum, must be maintained are as follows:

1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUB-RECIPIENT.
 - c. Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.
2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid

out of this Grant.) The SUB-RECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.

3. **Supply Records:** A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUB-RECIPIENT shall also provide records showing a cost comparison for supplies purchased. Compliance methods shall be approved by the CITY's Director and/or Assistant Director of Economic and Community Development.

- XII. **REPORTING REQUIREMENTS:** The SUB-RECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports, and any other reports which may be required by the CITY's CLRFR Program for compliance under this Agreement. This includes reporting on performance measures, and shall be decided upon by the SUB-RECIPIENT and the City's Director and/or Assistant Director of Economic and Community Development, based on the requirements outlined by U.S. Department of Treasury for the category of eligible activities that the SUB-RECIPIENT's program engages in.

SUB-RECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUB-RECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal awards.

SUB-RECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUB-RECIPIENT throughout the term of the Program. All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUB-RECIPIENT's scheduled payments until such time as the CITY receives the SUB-RECIPIENT's financial progress and performance reports.
 2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUB-RECIPIENT. In addition, The Neighborhood Services Division may be notified, and the CITY may require a meeting with the Executive Board of the SUB-RECIPIENT to correct the situation.

3. SUB-RECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUB-RECIPIENT.
5. Reports will be submitted to the Neighborhood Services Division and shall consist of the following:
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CLFRF Grant shall be supported with source documentation.** Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CLFRF funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XIII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUB-RECIPIENT pertaining to the receipt and use of CLFRF funds. If the SUB-RECIPIENT receives federal funds from sources other than the CITY's CLFRF program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CLFRF funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CLFRF funds shall encompass and be limited to the term of this Agreement. SUB-RECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUB-RECIPIENT and the CITY operate under different fiscal years.

XIV. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUB-RECIPIENT shall promptly notify the CITY if the SUB-RECIPIENT receives funding (full or partial) that is incremental to the Program budget from any and all sources for the performance of activities outlined under this

Agreement. The SUB-RECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.

- XV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUB-RECIPIENT shall obtain written permission from the CITY's Director and/or Assistant Director of Economic and Community Development prior to any change in the approved budget or program plans (increase or decrease) of ten per cent (10%) of the line item's budget or \$1,000.00, whichever is less, to any account under the SUB-RECIPIENT's line item budget. In order for the CITY to approve such a request, SUB-RECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.

- XVI. **NON-DISCRIMINATION:** SUB-RECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUB-RECIPIENT receives financial assistance from or through the CITY.

SUB-RECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUB-RECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

- XVII. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:

- a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):

The SUB-RECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the sub-recipient/contractor agrees as follows:

1. The Sub-recipient/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The sub-recipient/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisement for employees' place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be

imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUB-RECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUB-RECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUB-RECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending

any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. Documentation shall include names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKER'S COMPENSATION:** The SUB-RECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- a. The use of application for the grant proceeds;
- b. The violation by the SUB-RECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT;
- e. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Program.

The CITY agrees to notify the SUB-RECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUB-RECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by SUB-RECIPIENT to defend the CITY shall be satisfactory to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection such claim or liability.

The CITY shall not settle or compromise any claim, suit, action, or proceeding in respect of which the SUB-RECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph shall survive the termination of the Agreement.

- XIX. **INSURANCE AND BONDING:** SUB-RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CITY and/or CLFRF cash advances. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUB-RECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUB-RECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUB-RECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CLFRF program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The SUB-RECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of, "Conflict of Interest" shall apply to the SUB-RECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest. These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by CLFRF funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employees such a person or is about to employs such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the SUB-RECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUB-RECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUB-RECIPIENT and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the SUB-RECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland “Anti-kickback” Act.- Any Contractor paid in full or part with CLFRF funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CLFRF funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CLFRF funds, the SUB-RECIPIENT will comply with the Copeland “Anti-Kickback” Act.

XXI. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUB-RECIPIENT directly derived or generated from the use of CLFRF funds. Program income includes, but is not limited to:

- a. Fees for services performed,
- b. Use or rental of real personal property acquired under Federal awards,
- c. The sale of commodities or items fabricated under a Federal award,
- d. License fees and royalties on patents and copyrights,
- e. And principal and interest on loans made with Federal award money.

SUB-RECIPIENT agrees that unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUB-RECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent participation of Low- and Moderate-Income participants. SUB-RECIPIENT will remit all other said income annually and it shall accompany the Final Report.

SUB-RECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

All Program income generated by CLFRF funded activities is to be returned to the CITY.

XXII. **RETURN OF UNEXPENDED FUNDS:** SUB-RECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds upon the completion or termination of the Program:

- a. If the work program cannot be completed, or if the SUB-RECIPIENT ceases to function as an operating entity, SUB-RECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUB-RECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issues to the SUB-RECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to the SUB-RECIPIENT, the CITY will issue a check to the SUB-RECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUB-RECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUB-RECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to the SUB-RECIPIENT in excess of the amount to which the SUB-RECIPIENT is finally determines to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.
 - iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CLFRF expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the Director and/or Assistant Director of Economic and Community Development can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUB-RECIPIENT shall be and act as an independent contractor and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUB-RECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensations Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney's fees and expenses on account of: (1) a failure or an alleged failure by SUB-RECIPIENT to satisfy any such obligations or (2) any other action of inaction of SUB-RECIPIENT.

XXIV. **CERTIFICATION:** To the best of its knowledge or belief, the SUB-RECIPIENT certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXV. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVI. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.

XXVII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUB-RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.

XXVIII. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Cordaryl M. Patrick, Director
Economic and Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2864, Email: Rirons@decaturil.gov
- If the SUB-RECIPIENT, to: Ms. Tamara Wilcox
Executive Director
Dove, Inc.
302 S. Union
Decatur, IL 62522
Phone: 217-428-6616, e-mail twilcox@doveinc.org

XXX. **CHANGES TO AGREEMENT:** The City and the SUB-RECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate and the Effective Date is the date that the Notice to Proceed is finalized.

CITY OF DECATUR:

Cordaryl M. Patrick, Director
Economic and Community Development Department

Date

DOVE, INC.

Tamara Wilcox, Executive Director

Date

(DUNS Number: 119848653)

(CAGE Code: 51ABO)

Appendix A

SUBRECIPIENT CLFRF Program Budget

Activity	Other Funding Sources	DFA Funding Requested	Total Cost
ADMINISTRATION 10%			
DFA Director	\$34,608.00	\$14,832.00	\$49,440.00
DFA Specialist	\$19,467.00	\$11,433.00	\$30,900.00
DFA Specialist PT	\$11,498.76	\$6,753.24	\$18,252.00
Admin Fringes/benefits	\$18,360.65	\$8,998.61	\$27,359.26
Advertising	\$600.00	\$1,000.00	\$1,600.00
Insurance	\$1,800.00		\$1,800.00
Materials	\$400.00	\$233.15	\$633.15
Audit	\$5,000.00	\$750.00	\$5,750.00
Admin. Total	\$91,734.41	\$44,000.00	\$135,734.41
Program Implementation			
Mortgage	\$0.00	\$81,200.00	\$81,200.00
Rent	\$3,500.00	\$162,400.00	\$165,900.00
Utility payments	\$74,000.00	\$162,400.00	\$236,400.00
Other Client Assistance	\$9,000.00	\$0.00	\$9,000.00
Program Implementation Total:	\$86,500.00	\$406,000.00	\$492,500.00
Total Cost	\$178,234.41	\$450,000.00	\$628,234.41

The Sub-recipient agrees to qualify the renter and the rental unit. Each household may be funded not to exceed \$15,000 and not to exceed fourteen months of assistance for qualified expenses. No household shall not be funded more than once from the CLFRF Rent, Mortgage, and Utility Relief Program. The residential unit must be a safe, sanitary unit with all mechanical systems in good operating condition.

Appendix B

CLFRF Program Guidelines

1. Eligible applicants may receive rental and mortgage assistance up to 14 months (includes 2 months paid forward).
2. Eligible applicants may receive power/utility assistance up to 12 months, excluding water.
3. Each eligible household may be funded not to exceed \$15,000.00.
4. Eligible residents must reside within the City of Decatur, IL corporate limits.
5. Eligible applicants may only receive assistance from one Agency for one time period, other assistance can be received for other time periods from other agencies *.
6. Eligible applicants must show proof of hardship.
7. Eligible applicants must not exceed the City of Decatur's FY 2021 Median Family Income based on statistical calculations by U.S. Housing and Urban Development (HUD).
8. Assistance must result in applicant staying in their housing for a minimum of 60 days.
9. Landlords are eligible to apply for assistance.

For example, may receive March, April, May rental assistance from **Empowerment Opportunity Center (EOC) and June, July, August rental assistance from **Dove Financial Assistance (DFA)**. Cannot receive assistance for March, April, May rental assistance from EOC and DFA.*

Appendix C

SUBRECIPIENT CLFRF Schedule for Reporting

Program and financial reports will be submitted on a monthly schedule. This includes grant reports and payments. Reports are due by the 15th of each month for the prior month. Payments are contingent upon execution of the SUB-RECIPIENT AGREEMENT, receipt of program and financial reports, and source documents that substantiate CLFRF-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date

September 15, 2020

October 15, 2020

November 15, 2020

December 15, 2020

January 15, 2021

February 15, 2021

March 15, 2021

April 15, 2021

May 15, 2021

June 15, 2021

July 15, 2021

Final Report: August 15, 2021