



Roll Call Number

Agenda Item Number

35

Date _____

GRANT AGREEMENT WITH POLK COUNTY HOUSING TRUST FUND (PCHTF) FOR \$100,000 TOWARD OWNER-OCCUPIED REPAIR

WHEREAS, in November 2021, the Polk County Housing Trust Fund (PCHTF) solicited applications for grant funding for Owner-Occupied Repair programs in Polk County; and

WHEREAS, the City of Des Moines Neighborhood Services Department will operate a home repair program for low-income homeowners to provide owner-occupied repair assistance to correct conditions that make a property unsafe and uninhabitable with funding provided through Community Development Block Grant (CDBG) funds; and

WHEREAS, a grant agreement for \$100,000 between PCHTF and the City of Des Moines is on file in the City Clerk's office, and such funding will be used by the City to supplement the CDBG funds to provide additional monies for repairs; and

WHEREAS, the Neighborhood Services Department staff will administer said agreement.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:

1. That the grant agreement between the City of Des Moines and PCHTF for \$100,000 for the owner-occupied home repair program is hereby approved.
2. The Neighborhood Services Director is hereby authorized to execute, on behalf of the City, said agreement, and his designee(s) are authorized and directed to administer the grant in accordance with the terms of said agreement.

(Council Communication 22- 125)

Moved by _____ to adopt,

Seconded by _____

FORM APPROVED:

Judy K Parks-Kruse

Judy K. Parks-Kruse, Assistant City Attorney

CERTIFICATE

I, P. KAY CMELIK, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
MANDELBAUM				
SHEUMAKER				
VOSS				
WESTERGAARD				
TOTAL				

MOTION CARRIED

APPROVED

Mayor

City Clerk

**POLK COUNTY HOUSING TRUST FUND
GRANT AGREEMENT**

An Agreement between **The City of Des Moines** (City of DSM) as grantee and the **Polk County Housing Trust Fund** (PCHTF) as grantor.

WITNESSETH

WHEREAS, the City of DSM is qualified to receive Owner Occupied Repair grant funds from the PCHTF and has the necessary ability to manage and apply such funds to eligible costs for the affordable housing program operated by the Grantee.

AND, WHEREAS, the City of DSM agrees to comply with the policies, procedures and rules of the PCHTF.

NOW, THEREFORE, in mutual consideration of the respective promises and benefits contained herein, the parties agree as follows:

Agreement Effective Date: **12/03/2021**

Agreement Expiration Date: **12/03/2023**

Section 1. Scope of Grant Agreement.

This Agreement is for funds in the amount of **\$100,000.00** approved by the PCHTF Board of Directors on December 3, 2021, for **two (2) units at 31%-50%** Median Family Income (MFI), and **seven (7) units at or below 30% MFI** as published by HUD. Funds from previous Owner Occupied Repair contracts must be satisfied or dedicated before PCHTF will reimburse from this contract.

Section 2. Project Description.

The Grantee agrees to apply all grant proceeds to the approved program tasks as described in the grant Application. A description of the specific program along with allowable costs appears in the PCHTF program Application and is incorporated herein by reference as fully set forth. Funds from this grant are to be used for rehabilitation of **nine (9) units** as described above and in the Application.

Section 3. Grantee Request for Payments.

Disbursement of grant proceeds shall be subject to receipt by PCHTF of a Payment Request Form. Form attached as Exhibit B. Invoices corresponding to, supporting, and documenting the request must be included with the Payment Request Form. Disbursements of grant proceeds shall be made on a reimbursable basis, after costs have been incurred by the Grantee. Payments will be made within thirty (30) days of the receipt of the Payment Request Form.

Section 4. Withholding of Grant Funds.

The PCHTF reserves the rights to withhold disbursement of grant funds until the conditions of the award letter have been fulfilled and the PCHTF has received any or all of the following:

- a. Grantee's progress and performance;
- b. Required permits, licenses or approval actions by governmental agencies;
- c. Invoices, statements or equivalent documents;

Section 5. Reimbursement of Recovered Payments

In the event the City of DSM recovers payment of costs made on any project for which it receives grant proceeds from PCHTF, City of DSM will remit a portion of the recovered funds to PCHTF. The recovered funds shall be split by PCHTF and City of DSM in the same proportion as each party's funds were used in the project. The provisions of this section (a) shall apply to funds recovered from payments made at any time after the effective date of the Agreement, and (b) shall survive the expiration or earlier termination of the Agreement.

Section 6. Allowable Costs.

The grantee agrees that allowable costs are those specified in Section 1 hereof. Costs other than those shown in the Program Budget shall be allowed only by written approval of the Polk County Housing Trust Fund.

Section 7. Grantee Reporting Requirements.

The Grantee agrees to submit reports and documents at such times and in such form as required by the PCHTF in accordance with the following schedule:

- a. **Semi-Annual Status of Funds Report:** Due on the **5th day of the July** for the period ending June 30th, and the **5th day of January** for the period ending December 31st. The original should be submitted to the PCHTF. Form attached as Exhibit C.
- b. **Payment Request Form:** Exhibit B. Copy Attached.
- c. **Final Performance Report and Final Funds Report:** Due thirty (30) days after the end of the budget year with respect to which the grant was made. Exhibit C. Copy Attached.

The PCHTF reserves the right to require more frequent submission of reports or to require additional, special reports if the Administrator deems reporting is necessary. All reports should be submitted to: Polk County Housing Trust Fund, 505 5th Avenue, Suite 1000, Des Moines, IA 50309

Section 8. Grantee Performance Standards.

The Grantee certifies that it will satisfy all conditions of this Agreement. In the event that the Grantee does not satisfactorily comply as required in this Agreement, then the funds that are awarded through this Agreement may be subject to disallowance. The maximum amount of funds which may be disallowed due to failure to satisfactorily perform shall be equal to the budgeted costs as described in Section 1.

Section 9. Grantee Accounts and Records.

The Grantee shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues received under and in connection with this project and this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of personnel, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this Agreement.

All such accounts and records in the possession of the Grantee pertaining to this Agreement shall be retained by the Grantee for a period of three (3) years beginning with the date upon which the final report under this Agreement is approved. All records shall be retained beyond this three (3) year period if audit findings have not been resolved within that period.

Section 10. Inspection and Audit of Grantee Records.

At any time during normal business hours and as frequently as is deemed necessary, the Grantee shall make available to the PCHTF as administrator for their examination, any and all of its records pertaining to all matters covered by this Agreement, and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records (consistent with Chapter 22 of the Iowa Code) and all other matters covered by this Agreement.

The Administrator may require that an independent audit of the Grantee's records be performed, at the Grantee's expense, in order to resolve any questions, claims or discrepancies.

Section 11. Amendment of this Agreement.

PCHTF or the Grantee may, during the duration of this Agreement, deem it necessary to make alterations to the provisions and conditions of this Agreement. Any changes to this Agreement which are approved in writing by the PCHTF and the Grantee shall be incorporated herein. The provisions of such amendment shall be in effect as of the date of such amendment unless otherwise specified within such amendment.

Section 12. Suspension or Termination of this Agreement.

If the Grantee fails to comply with the conditions of this Agreement, the PCHTF may, after reasonable notice to the Grantee, suspend the Agreement and withhold further disbursement of grant proceeds or prohibit the Grantee from incurring additional obligations to be paid from grant funds pending corrective action by the Grantee or a decision by the Polk County Housing Trust Fund to terminate this Agreement.

The PCHTF may terminate this Agreement in whole or in part, at any time, whenever it has determined that the Grantee has failed to comply with the conditions of this Agreement. The Administrator shall notify the Grantee of said determination and the reasons thereof, together with the effective date of the termination. Further, any costs previously paid from grant proceeds, which are subsequently determined to be unallowable through audit or other procedures, shall be returned to the PCHTF within thirty (30) days of such determination and subsequent notice. Either party may terminate this Agreement in whole or in part when they agree that the continuation of the grant project would fail to produce beneficial results commensurate with the expenditure of funds.

Section 13. Agreement Coverage.

This Agreement, the Grantee's Program Application, the RFP, and any referenced documents contain the entire Agreement between the parties. Any statement inducements or promises not contained herein shall not be binding upon the parties. The Grantee shall not assign this Agreement without prior written authorization from the PCHTF.

If any of the provisions herein shall be in conflict with the laws of the State or shall be declared to be invalid by any court of record in the State, such invalidity shall be construed to effect only such portions of the Agreement and the remainder of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of the Agreement were not contained herein.

Section 14. Litigation.

The Grantee agrees to pay the costs and fees of litigation ordered by the court arising from failure of the Grantee to comply with the rules, regulations and conditions of this Agreement or resulting from the negligence of the Grantee. In carrying out the provisions of this agreement or in exercising any power or authority granted to the Grantee hereby, there shall be no liability, personal or otherwise, upon the PCHTF arising out of an act performed by or under the authority of the Grantee.

Section 15. Designation of Representatives.

The Executive Director of the Polk County Housing Trust Fund is the representative authorized to execute or negotiate any changes in or to this Agreement.

The Grantee's representative authorized to execute or negotiate any changes in or to this Agreement is noted below.

Polk County Housing Trust Fund

By: _____
Eric Burmeister
Executive Director

City of Des Moines

By: _____
Print name: Chris Johansen
Title: Neighborhood Services Director
Date Signed: _____

EXHIBIT C

**GRANTEE PERFORMANCE AND
ACTIVITY STATUS REPORT**

_____ Semi-Annual Report

Contract Number: DM120321OOR

_____ Final Report

(See instructions and add additional sheets if necessary)

1. Grantee: _____ 2. Agreement Date: 12/03/21
3. Period Ending: _____ 4. Estimated Completion Date: _____
5. Approved Dollar amount of the Grant: \$100,000.00

6. ACTIVITY PROGRESS (Summary of project and status to date. Include status of grant funds expended):

_____ % Complete

7. ASSESSMENT OF PROGRESS:

8. CORRECTIVE ACTIONS REQUIRED (if necessary):

9. UPCOMING ACTIVITIES PLANNED:

10. Submitted By: _____ Date: _____

11. Signature: _____ Title: _____

INSTRUCTIONS
GRANTEE PERFORMANCE AND
ACTIVITY STATUS REPORT (EXHIBIT C)
GENERAL INSTRUCTIONS

Please type the required information. This report is to be completed semi-annually. Indicate at the top of the report if it is a semi-annual report or the final report. Semi-Annual Reports **are due on the 5th day of January and July**. Final Performance Report is due (30) days after the end of the budget year with respect to which the grant was made.

- 1) GRANTEE: Self explanatory.
- 2) AGREEMENT DATE: Self explanatory
- 3) PERIOD ENDING: Enter the date of the last day of the reporting period for which the report is being filed (June 30, 20xx or December 31, 20xx).
- 4) ESTIMATED COMPLETION DATE: The expected completion date of your Project.
- 5) APPROVED DOLLAR AMOUNT OF GRANT: Self explanatory
- 6) ACTIVITY PROGRESS: Write, in detail, the steps which have been taken to complete the project. Include in this section the status of funds expended. Estimate the percent (%) of the project that has been completed. (Add additional pages if necessary.)
- 7) ASSESSMENT OF PROGRESS: Assess the progress made overall in the activity in achieving your project goal.
- 8) CORRECTIVE ACTIONS REQUIRED: When you have not or will not be able to stay on schedule, identify the problem encountered and actions being taken to correct the problem. If you cannot correct the timing problems and need to request an Agreement amendment, a separate letter and justification must be submitted.
- 9) UPCOMING PERIOD ACTIVITIES PLANNED: Self explanatory.
- 10) SUBMITTED BY AND DATE: Printed or typed name of person completing report and date the report was written.
- 11) SIGNATURE AND TITLE: of the person completing the report.

Send reports to: Polk County Housing Trust Fund
505 5th Avenue Suite 1000
Des Moines, IA 50309

**PAYMENT REQUEST FORM
Exhibit B**

Grantee Name and Address: _____

Contract Number: DM120321OOR

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of December 3, 2021, (the "Agreement"), between the PCHTF and the City of Des Moines (the "Grantee"), the PCHTF is hereby requested to pay to the Grantee the sum of \$_____ to be used for reimbursement (include invoices if applicable) and made payable to:

_____ and sent to the following address:

Such amount represents payments for _____.

IT IS HEREBY CERTIFIED THAT:

- (a) None of the items for which disbursement is requested has been previously paid under this Agreement;
- (b) The obligation with respect to which this disbursement is being requested has been properly incurred in accordance with the Agreement with respect to the Program set forth in the approved PCHTF Grant Application and is a proper charge under the Agreement;
- (c) The Grantee has no notice of, and is not otherwise aware of, any mechanics', materialmen's, laborers', suppliers', vendors' or other liens or rights in respect thereof which should, in accordance with the Agreement, be satisfied or discharged before this disbursement is made, other than those for which appropriate lien waivers are attached to this Payment Request Form; and

AUTHORIZED GRANTEE
REPRESENTATIVE:

Date: _____
Signature _____

Send requests to: POLK COUNTY HOUSING TRUST FUND
505 5th Avenue, Suite 1000
Des Moines, IA 50309