

**STORY COUNTY HOUSING TRUST
RENTAL ASSISTANCE
GRANT AGREEMENT**

SUMMARY

GRANT PERIOD: Rental Assistance Funding - May 17, 2021– May 17, 2023

GRANTEE:

CONTACT INFORMATION:

TOTAL DOLLAR AMOUNT APPROVED FOR FY2021 - FY2023:

Rental Assistance: \$
Technical Services: \$

SCHT BOARD APPROVAL DATE: May 17, 2021

AGREEMENT

An Agreement between the "Grantee" and the Story County Housing Trust (SCHT) as "Grantor".

WITNESSETH

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

Agreement Effective Date: **05/17/2021**

Agreement Expiration Date for Rental Assistance: **05/17/2023**

WHEREAS, the SCHT provides reimbursement of monies to assist Grantee with removing barriers to obtaining or maintaining rental assistance to individuals and families with incomes <80% area median income in Story County;

WHEREAS, Grantee is qualified to receive grant funds from the SCHT and has the necessary ability to manage and apply such funds to eligible costs for the programs operated by the Grantee; Grantee agrees to comply with the policies, procedures and rules of the SCHT; and

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

Grantee will utilize funding for Rental Assistance from Story County Housing Trust for the following areas: rent, deposits, application fees, and utility payments. The intention of this funding is to offer individualized assistance designed to assist clients in obtaining permanent housing. The funding will assist clients who would otherwise not enter housing due to excessive requirements for application fees or deposits as well as clients who have utility arrears or deposits. Grantee will make all payments to a third party vendor.

Section 1. Scope of Grant Agreement.

To be eligible for SCHAT Rental Assistance, the client must be eligible and follow Grantee's criteria, policy and procedures for Rental Assistance; and have a way to pay their rent and/or utilities ongoing once in the unit.

Criteria for use of SCHAT Rental Assistance funding will be in accordance with Grantee's current funding criteria for individuals/families; besides a maximum of \$2,000.00 per household per year is mandatory; and limited to Story County residents ONLY.

GUIDELINES

- Application fees (a maximum of 2 per person and up to \$40 per application OR Grantee's limitations for Application fees. The higher of the two shall apply)
- Rental Deposits (up to a double deposit for client with additional barriers to housing)
 - If a client successfully maintains the unit in good standing and chooses to move, the deposit would return to Grantee to be re-distributed to other eligible residents of Story County.
- Utility Deposits
- Utility Arrears to assist the client with obtaining utilities in their name.
 - May be a partial payment depending on the amount owed to third party. Grantee would ensure that the client could enter into a payment agreement and would be able to pay it ongoing.
 - A client may be asked to utilize other community resources for a portion of their utility arrears to lessen the amount paid by the SCHAT.

WHEREAS, Grantee shall obtain a **Landlord Acknowledgment of Return Deposit** prior to issuing the deposit to the Landlord for Rental Assistance funding.

Once documentation has been received, Grantee will follow their agency procedures regarding issuing the third party payments.

Section 2. Project Description

The Grantee agrees to apply all grant proceeds to the approved program tasks as described in the grant Application and this Agreement. A description of the specific program along with allowable costs appears in the SCHAT program Application, which is attached to this Agreement and is incorporated herein by reference as fully set forth. Funds from this grant are to be used for rental assistance as described above and in the Application.

Section 3. Grantee Request for Payments

Disbursement of grant proceeds shall be subject to receipt by SCHAT of a Payment Request Form. Form attached as Exhibit B. Disbursement of technical services proceeds shall be subject to receipt by SCHAT of a Payment Request Form attached as Exhibit A. 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.

Section 2. Program Records

Grantee staff will be responsible for the following, tracking and reporting client's usage of SCHAT monies. Demographic reporting corresponding to, supporting, and documenting the request must be completed. Form attached as Exhibit B. Or other forms of reporting may be substituted for Exhibit B if the report contains the minimum of the following:

- address of client (or agency assurance address is within Story County)

- Type(s) of assistance provided
- Demographic information
- Percentage of Area Median Income for the household

Management will be responsible for tracking all client assistance provided and will provide reports to SCHAT as required when submitting grant reimbursement Payment Requests.

Section 3. Grantee Payment

Disbursement of grant proceeds shall be subject to receipt by SCHAT of a Payment Request Form. Form attached as Exhibit C. 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. Reimbursements can be submitted weekly, monthly or quarterly basis.

The Grantee must apply grant proceeds to eligible costs within the grant period; if grant proceeds are not applied, the Grantee's remaining balance on account will revert back to the SCHAT and redistributed as the Board of Directors allows.

Section 4. Withholding of Grant Funds

The Grantee certifies that it will satisfy all conditions of this Agreement. The SCHAT reserves the right to withhold disbursement of grant funds until the conditions of the grant agreement have been fulfilled and the SCHAT 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;

If the SCHAT withholds funds under this section, it must notify Grantee of the reason for withholding and what records it needs to review prior to reinstating payment of funds. Upon review of the information provided by the grantee, the SCHAT may or may not choose to reinstate payments. If the payments are suspended the grantee may request to appeal the decision in front of an Appeals committee appointed by the SCHAT Board of Directors Chairperson. The grantee will have ten (10) days to request a hearing and the decision of the appeals committee will be final.

Section 5. Litigation

The Grantee agrees to pay the costs of litigation 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 SCHAT.

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 Story County Housing Trust.

Section 7. Grantee Reporting Requirements

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

- a. **Semi-Annual Status of Funds Report:** Due on the 15th day of July for the period ending June 30th, and the 15th day of January for the period ending

December 31st. The original should be submitted to the SCHAT. 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 SCHAT 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:

Story County Housing Trust
% DMAMPO
420 Watson Powell Jr. Way, Suite 200
Des Moines, IA 50309 or
acollings@dmampo.org

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 hereof for any period following disallowance.

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 SCHAT 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) 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. **Performance by Grantee**

In order to ensure the timely expenditure of funds by Grantees, the SCHAT requires that by the one year anniversary of this agreement the Grantee will have drawn down a minimum of 50% of the award amount. If the Grantee has not done so, the available amount of funding will be

reduced to 50% of the award amount. The SCHAT reserves the right to waive this requirement if substantial completion of projects have been accomplished and the SCHAT is satisfied with the Grantee's progress.

Section 12. Minimum Percentage of Funding Spent on 30% or Less AMI Housing

The Iowa Finance Authority requires a minimum amount of funding be spent on housing for households at or below 30% Area Median Income (AMI). To ensure compliance with these requirements the SCHAT is requiring that all grantees, including the Grantee, spend, at a minimum, 30% of their award amount on housing for households at or below 30% AMI. This requirement overrides any other part of this agreement.

The SCHAT reserves the right to waive this requirement if it is determined that the minimum percentage required by IFA will be met through other means, such as other Grantees providing enough assistance at the 30% AMI threshold that this provision is no longer needed. One year from the beginning date of this agreement the SCHAT will review progress to date by all Grantees and decide if this requirement can be reduced in part or waived entirely. The Grantee will be notified of such a decision shortly after it is made.

Section 13. Amendment of this Agreement

SCHAT 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 SCHAT 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 14. Suspension or Termination of this Agreement

If the Grantee fails to comply with the conditions of this Agreement, the SCHAT 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 Grantee or a decision by SCHAT to terminate this Agreement.

The SCHAT 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 SCHAT 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 15. Agreement Coverage

This Agreement, the Grantee's Program Application, the NOFA, 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 SCHAT.

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 16. Designation of Representatives.

The Board Chair and Administrator of the Story County Housing Trust are 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.

Story County Housing Trust

By _____
Amber Corrieri, SCHAT Board Chair

Grantee

Signed: _____

Print name: _____

Title: _____

Date: _____