

Grant Agreement Number: 22-AC-02

**IOWA COMMISSION ON VOLUNTEER SERVICE
AMERICORPS GRANT AGREEMENT**

GRANTEE: City of Davenport
GRANT NUMBER: 22-AC-02
PROGRAM NAME: City of Davenport AmeriCorps & Youth Corps Program
GRANT AGREEMENT PERIOD: 8/1/2022- 7/31/2023
TOTAL MAXIMUM GRANT AMOUNT: \$541,862
GRANTEE EMPLOYER IDENTIFICATION NUMBER 42-6004463
GRANT TYPE: Cost reimbursement
FEDERAL PRIME GRANT & TYPE: 21ACEIA001 (Competitive)

This AmeriCorps Grant Agreement is made by and between the Iowa Commission on Volunteer Service, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Commission" or "Volunteer Iowa"), an agency of the State of Iowa, and City of Davenport ("Grantee"), 700 W River Dr, Davenport, IA 52802-1405, a city government.

WHEREAS the Commission is designated to receive, administer and disburse AmeriCorps State and National grant funds; and

WHEREAS the Commission desires to disburse grant funds to the Grantee for eligible purposes primarily addressing community needs identified in the Grant Application; and

WHEREAS the Grantee submitted an application for funding to the Commission and the Commission has approved the application; and

WHEREAS, in approving the application, the Commission has relied upon the representations of the proposed Program activities; management and financial condition of the Grantee; investment of other Grantee funds; and other material information contained therein; and

WHEREAS the Grantee has certified to the Commission that the primary purpose for obtaining AmeriCorps funds is to make a significant impact in the community while providing a meaningful service opportunity for the AmeriCorps members;

NOW, THEREFORE, the Grantee accepts this grant upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **ACT.** "Act" means the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), as amended by the Serve America Act, (42 U.S.C. S.12501 et seq.).

1.2 **GRANT AGREEMENT or AGREEMENT.** "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and incorporated by reference. The Grant Agreement is the legal agreement by which the Commission makes subawards of AmeriCorps funding to the Grantee. The Grantee is the subrecipient and the Commission is the pass-through entity.

- a) **Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal Award received by the pass-through entity. A subaward may be provided through any form of legal agreement.
- b) **Subrecipient** means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

1.3 **PROGRAM.** "Program" means the detailed description of the program activities, interventions, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the AmeriCorps State and National application approved by the Corporation for National and Community Service ("Corporation" or "AMERICORPS") and the Commission, as authorized by the National and Community Service Act of 1990, as amended.

1.4 **GRANT AGREEMENT PERIOD, EFFECTIVE DATE, & COMPLETION DATE.**

"Grant Agreement Period" is the period in which the Agreement is in force and effect. The first date of the Grant Agreement Period is considered the Effective Date (or start date) of the Agreement and the last date is considered the Completion Date (or end date). The Grant Agreement Period is aligned with the one-year Budget Period for the federal subaward, but the Grant Agreement Period may not cover the full Period of Performance for the federal subaward, which may be two or three years. The Agreement expires upon the occurrence of one of the following: a) Program tasks have been fully accomplished including fulfillment of the obligations identified in Article 6 as of the end date of the grant agreement period; or b) the Agreement is terminated by Volunteer Iowa due to any default under Article 8.1; or c) the Agreement is terminated in accordance with the provisions set forth in Article 10.3. Except in limited circumstances, the Grant Agreement Period Completion Date will not be extended beyond 90 (ninety) days past the original Grant Agreement Period Completion Date.

- a) **Period of performance** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- b) **Budget period** means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

1.5 GRANT TYPE. “Grant Type” refers to the category of grant award provided. AmeriCorps grants may be either Cost Reimbursement or Fixed Amount types; the type of grant determines certain budget and financial management responsibilities of the grantee.

- a) **Cost Reimbursement** grants include a formal matching requirement and require the submission of a budget and financial reports. For Cost Reimbursement Grantees AMERICORPS funds a portion of program operating costs, member costs (if applicable), and administrative expenses; funding is not directly dependent upon recruitment and retention of AmeriCorps members. Planning grants are a type of cost reimbursement grant that does not include any member funding.
- b) **Fixed Amount** Grants provide a fixed amount of funding per Member Service Year (MSY) that is substantially lower than the amount required to operate the program. Organizations use their own or other resources to cover the remaining costs. Fixed Amount programs are not required to submit detailed budgets or financial reports, there is no specific match requirement, and programs are not required to track and maintain documentation of match. However, AMERICORPS provides only a portion of the cost of running the program and organizations must raise the additional resources needed to run the fixed amount program. Fixed Amount Programs can access all of the AmeriCorps grant funds, provided they recruit (in the case of Education Award Program or “EAP”) or retain (in the case of full-cost Fixed Amount programs) the members supported under the grant based on the MSY level awarded. Professional Corps programs applying for operational funding through a Fixed Amount Grant must submit a budget in support of their request for operational funds.

1.6 FUNDING TYPE. “Funding Type” refers to whether the program is funded out of the portion of AMERICORPS funds that are provided to the state according to a population-based formula (Formula) or out of the portion of AMERICORPS funds that are awarded to states on a competitive basis (Competitive). The funds are awarded to Volunteer Iowa in a prime grant and each Iowa AmeriCorps State Program is awarded out of the Commission’s prime grant.

1.7 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in Attachment A, Grant Application; Attachment B, Budget; and consistent with Federal regulations and guidelines applicable to the AmeriCorps program.

1.8 AUTHORIZED REPRESENTATIVE. The Authorized Representative is the person within the Grantee organization authorized to accept and commit funds on behalf of the organization. A copy of the governing body’s authorization for this official representative to sign must be on file in the Grantee’s office.

ARTICLE 2 - FUNDING

2.1 FUNDING SOURCES. The primary source of funding for the Grant is a federal grant from AMERICORPS [Code of Federal Domestic Assistance (CFDA) 94.006] for the AmeriCorps Program. A portion of the Grantee share of matching funds budgeted for this Grant may be provided to the Grantee by Volunteer Iowa from state funding sources as noted in Article 3.1. The

Grantee shall comply with the requirements, conditions and rules of AMERICORPS, the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 RECEIPT OF FUNDS. All payments under this Agreement are subject to receipt by the Commission of sufficient funds for the AmeriCorps Program. Any termination, reduction, or delay of federal or state funds to the Commission may, in the sole discretion of the Commission, result in the termination, reduction or delay of AMERICORPS funds to the Grantee and/or termination of this Agreement.

2.3 PRIOR COSTS. If any grantee has received written approval from the Commission to incur certain costs prior to the Effective Date of this Agreement, then said written approval and those terms and conditions are incorporated herein and made a part of this Agreement by this reference as if fully set forth.

2.4 USE OF GRANT FUNDS. The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

2.5 BUDGET AMENDMENTS FOR COST REIMBURSEMENT GRANTEES. The following budget changes for cost reimbursement grantees shall be subject to prior approval of the Commission through the amendment process as provided for in Article 10.6. Budget amendments shall be requested from the Commission and approved prior to implementation of the budgetary changes. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the final ninety (90) days of the Agreement period will be approved on a limited basis. The following circumstances require budget amendments.

- a) Budget changes which would result in changes in excess of ten percent (10%) of the total budget.
- b) Budget changes which would lower the Grantee's percent share of costs required under this Agreement.
- c) Budgetary changes related to changes in the scope or goals of the project.
- d) Costs requiring prior approval: adding costs in a previously unbudgeted line item, supplies in excess of \$1,000 per item, equipment valued at greater than \$5000, subgrants or contracts not included in approved application and budget, other costs requiring prior approval under § 2 CFR 200 regardless of the ten percent budget limitation.

2.6 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Grantee within sixty (60) days following the Completion Date, then the Commission shall be under no obligation for further disbursement.

2.7 MEMBER COSTS. The award amount contemplated by this Agreement reflects a maximum possible payment based on full member enrollment. In the event that the Program does not fully recruit the awarded member service years (MSY), the Commission may reduce the federal funding. The Commission reserves the right to request repayment of any federal funds disbursed above the reduced federal amount.

2.8 **ADMINISTRATIVE COST GUIDELINES.** Federal funds used for reasonable administrative costs, are allowable. For cost reimbursement grantees, the federal share of administrative costs shall be limited to approximately five percent (5%) of the AMERICORPS funds expended in Sections I and II of the approved budget. (See Exhibit E. Application Instructions for detailed calculations of administrative costs). Grantees are eligible for additional administrative costs in the Grantee Share of the budget. These amounts are approved at the time of award and are reflected in the budget. Administrative costs will only be disbursed proportional to grant funds expended.

2.9 **UNALLOWABLE COSTS.** If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds for unallowable activities, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Volunteer Iowa's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 15h, Iowa Code. If it is Volunteer Iowa's final determination that costs previously paid by Volunteer Iowa are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Grantee shall repay to Volunteer Iowa any and all disallowed costs. Grantee shall repay all disallowed costs within thirty (30) days. Volunteer Iowa may work out a payment plan with the Grantee at its discretion.

2.10 **NATIONAL SERVICE CRIMINAL HISTORY CHECKS DISALLOWED COSTS.** If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures, program self-reporting, or by other means, that any portion of the National Service Criminal History Check (NSCHC) process has not been completed as required, Volunteer Iowa will follow the most recent version of the AMERICORPS NSCHC Enforcement Guide to assess disallowance in cases of noncompliance or other unallowable circumstances as described in the Guide. Disallowance payments must be made with non-federal funds.

2.11 **FEES.** Volunteer Iowa will assess the following fees on Grantee.

- a) **State Member Management System Costs:** Grantees will be invoiced on a biannual or other regular basis for a fee of \$18/member for costs of participation in the state's member management and timekeeping systems. Grantees approved to use another member management and timekeeping system (see Attachment D) will be charged an additional per-member cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system.
- b) **State Support and Monitoring Fee:** Cost-reimbursement grantees will be invoiced on a biannual or other regular basis for a State Support & Monitoring Fee of two percent (2%) of the total federal share of Sections I and II of the approved budget. Fixed-amount grantees are also subject to a State Support & Monitoring Fee of two percent (2%) of their grant, calculated according to guidance from AMERICORPS. The Commission will invoice programs on a biannual or other regular basis.

ARTICLE 3 - TERMS OF GRANT

3.1 **GRANT.** The Commission grants \$541,862 to the Grantee for AmeriCorps activities during the Grant Agreement Period. The program activities of the Grantee are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the program activities required hereunder shall be completed on or before the Completion Date.

- a) State match portion of the grant: of the total grant amount, \$0 is state funding that shall be used by the Grantee to meet the federal match requirement for the AmeriCorps program.
- b) ARP match replacement portion of the grant: of the total grant amount, \$57,000 is AMERICORPS funding that shall be used as match replacement for the AmeriCorps program.

3.2 **GRANT ACTIVITIES TO BE PERFORMED.** Subject to the provisions set forth in this Agreement, Volunteer Iowa grants funds to the Grantee to carry out the program activities and interventions as specifically outlined in Attachment A entitled "Grant Application" signed on 12/20/2021 and incorporated by this reference, and for such other grant obligations as Volunteer Iowa and Grantee may agree to in writing.

3.3 **DISASTER DEPLOYMENT.** In the case of a state-declared disaster, Grantee's members and/or grant-funded staff may be voluntarily deployed as an asset of the state. In case of deployment, allowable related expenses outside of the scope of the approved Application may be eligible for reimbursement. All disaster deployments must be approved by Volunteer Iowa. Organizations opting to serve as part of the Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) may also be deployed under the Volunteer Iowa Cooperative Agreement with the Federal Emergency Management Agency (FEMA). The terms of these deployments are covered in Attachment C, "Iowa AmeriCorps Disaster Response Team Disaster Deployment Agreement".

3.4 **GRANT ADMINISTRATION.** The Agreement shall be administered in accordance with all applicable State and Federal laws, regulations, and guidance, including those found in Exhibit F, "Iowa AmeriCorps State Program Director Manual", which has been distributed by Volunteer Iowa to the Grantee.

3.5 **EVALUATION.** The Grantee will fulfill the evaluation requirements for AmeriCorps State & National grantees and subgrantees as outlined in Exhibit B, "Federal Regulations" and other AMERICORPS evaluation guidance. If the Grantee's evaluation plan requires AMERICORPS approval, the Grantee will secure this approval by the date communicated in writing. Designated program staff may be required to participate in training and technical assistance. Failure to submit plans or plan corrections or to participate in required training will result in program suspension.

3.6 **SPECIAL CONDITIONS.** The Grantee will be subject to any special conditions noted below. Special conditions may be specified by AMERICORPS or by Volunteer Iowa. AMERICORPS or Volunteer Iowa will suspend programs that do not comply with the special conditions.

- a) Special conditions applicable to this grant agreement: none

3.7 **APPROVED WAIVERS.** The Grantee has received approval for the following waiver(s):

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ARTICLE 4 - CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and returned to Volunteer Iowa prior to the grant agreement effective date or within thirty (30) days of Volunteer Iowa's transmittal of the final Agreement to the Grantee, whichever is sooner.

4.2 **BINDING FINANCIAL COMMITMENTS.** Upon request, the Grantee will provide a resolution of the Board of Directors, or other Governing Body of the Grantee, authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

4.3 **GRANTEE DOCUMENTATION.** The Grantee shall have completed the following Start Forms related to program management and compliance.

- a) Must be approved: Pre-Award Financial Form (new and planning Grantees) or Financial Survey (returning Grantees).
- b) Must be submitted: NSCHC Checklist, Policy, and Training Certifications (all Grantees).

4.4 **SUBMISSION OF PAYMENT PROCESSING FORMS.**

- a) Taxpayer identification number: Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- b) (For non-state agencies) Electronic funds transfer (EFT): Completion and submission of form "Direct Deposit Authorization Form" from Iowa Department of Administrative Services.

4.5 **SYSTEM FOR AWARD MANAGEMENT REGISTRATION.** The Grantee shall have a current and active registration with the System for Award Management (SAM) and a valid Unique Entity Identifier (UEI).

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents, covenants and warrants that:

5.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State, is in good standing, and has complied with all applicable laws of the State of Iowa. The Authorized Representative listed for the Grantee is duly authorized and empowered to execute and deliver this

Agreement. All action on the part of the Authorized Representative, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Grantee and the Program provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 **GRANT APPLICATION.** The content of the grant application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Program as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Grantee to make the payments required under the Agreement, or to otherwise comply with the obligations of the Agreement.

5.5 **PRIOR AGREEMENTS.** The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.6 **RENEWAL AND RESTATEMENT.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE 6 - GRANTEE OBLIGATIONS AND AFFIRMATIVE COVENANTS

The Grantee covenants with Volunteer Iowa that:

6.1 **PROGRAM ACTIVITIES AND INTERVENTIONS.** The Grantee shall carry out in a satisfactory and proper manner the activities and interventions detailed in the approved Grant Application (Attachment A) by the end of the Grant Agreement Period. Such activities and interventions will be conducted according to the standards generally acceptable in the Grantee's field for similar tasks and projects, as long as these are in conformance with AmeriCorps State requirements as determined by the Commission.

6.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Grantee shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders, including but not limited to the National and Community Service Act as amended by the Serve America Act, the Corporation's regulations (45 CFR §§ 2500-2599), and the AmeriCorps Terms and Conditions. All Grantees are subject to the Uniform Guidance under 2 CFR Chapters I and II, except that Fixed-Amount Grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.

6.3 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. AMERICORPS funds shall not be used directly or indirectly to employ, award contracts to, support with member placements, or otherwise engage the service of, or fund any organization, or contractor during any period of debarment, suspension, or placement in ineligible status under 2 CFR Part 180 or any applicable law or regulation.

6.4 MONITORING. To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct grant agreement oversight activities under this Agreement. The Commission shall conduct monitoring on a routine basis based on the Commission's risk assessments. The Commission shall conduct grant agreement oversight activities from the Commission offices, on site at the Grantee's offices, virtually using electronic communications, or a combination of these approaches. The Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Agreement. The Grantee's responsibilities in this regard extend to oversight of its sites and their financial and program duties as an agent of the Grantee under this Agreement.

6.5 ACCESS TO RECORDS. The Grantee shall permit the Commission, Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, and/or copy any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Commission shall make every effort to provide prior notice and to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Such rights to access shall continue as long as the records are retained by the Grantee. Records may be accessed in hard copy, electronically, on site, or in other ways as necessary to meet the needs of the Commission. Regardless of the method, all records will be managed by the Commission in accordance with proper records management procedure(s) while they are in the possession of the Commission. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Commission.

6.6 RECORDS RETENTION. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the submission date of the Commission's final Federal Financial Report (FFR) covering the grant. A chart detailing disposition dates of past grants is available on the Volunteer Iowa website and upon written request. In addition to financial records and supporting documentation, this includes statistical records, evaluation and program performance data, member information and personnel records and any other records needed to document compliance with federal requirements and to justify costs and matching share.

6.7 PROGRAMMATIC DOCUMENTATION. Upon request, the Grantee shall deliver to Volunteer Iowa or make available for review the following documentation as applicable based on the grant type: (a) copies of all contracts or agreements relating to the Program, (b) invoices, receipts, statements or vouchers relating to the Program, (c) member or staff records or files and program performance and evaluation data related to this Program, (d) a list of all unpaid bills for labor and materials in connection with the Program, (e) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (f)

current and year-to-date operating statements and (g) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

6.8 NOTICE OF PROCEEDINGS. The Grantee shall promptly notify Volunteer Iowa of the initiation of any claims, lawsuits or proceedings brought against the Grantee that, if unfavorably determined, would have a material adverse effect on the Grantee's ability to perform this Agreement.

6.9 NOTIFICATIONS. In the event the Grantee becomes aware of any material alteration in the Program, initiation of any investigation involving the Program or any similar occurrence, the Program shall promptly notify the Commission.

6.10 REPORTS. The Grantee shall prepare, review, certify and submit the requests and reports as outlined below, or in the Iowa AmeriCorps State Program Manual (Exhibit F), in the form and content specified by Volunteer Iowa. The Grantee shall review all Claims and verify that claimed expenditures are allowable costs. The Grantee shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Grantee Share.

<i>Performance Measure & Program Progress Reporting</i>		
Form	System/Format for Submission	Date Due
Program Start Forms * Indicates those Start Forms Applicable to New and Recompeting Programs Only	Status reports or grant forms in IowaGrants	Phase 1: August 1/December 15 <ul style="list-style-type: none"> • NSCHC Policies, Procedures and Associated Materials • *Pre-Award Financial Form (for new and recompeting programs) • Enrollment Plan, Performance Measures and Enrollment/Retention Goals Phase 2: September 1/February 1 <ul style="list-style-type: none"> • Financial Survey (due January 1st for programs with a January 1st start date) • Audit Form • Start Forms (Member Service Agreement, Host site agreement, Orientation agenda, Host Site/Site Supervisor Orientation Agenda and Training Plan, Insurance certification) Phase 3: October 1/March 1 <ul style="list-style-type: none"> • Financial and Program Policies • Data Collection Plan and Process • Tutoring Certification (as applicable)
Performance Measure – Corrective Action Plan (may include amendment request)	Program Officer Notification in IowaGrants	As needed throughout the program year
Initial Progress Report	Status Report in IowaGrants	January 15 (due April 15th for programs with a January 1st start date)

Mid-Year Progress Report- includes performance measure reports	Status Report in IowaGrants	May 15 (Covers grant start through 3/31/21)
Final Progress Report	Status Report in IowaGrants	15 days following the conclusion of the grant period
November Progress Report (if applicable)	Status Report in IowaGrants	November 15 - Programs with a Final Progress Report due after Nov. 15 (i.e., those whose grants end in November or later) would have a November Report due in advance of their Final Report in order to meet AmeriCorps deadlines.
Monitoring Report Program Response or Response Plan	IowaGrants correspondence	By the deadline established by Volunteer Iowa.
Change in program staff as noted in Grant Agreement	Program Officer Notification in IowaGrants	Within 5 days of the person's first or last day of work or as soon as possible.
Grant Agreement Extension Request	Program Officer Notification in IowaGrants	By April 30 annually
Program Evaluation Plan or Report	IowaGrants status reports and/or application	Progress updates due in Mid-Year Performance Measure Report. Full report/plan deadline varies: With re-competing application for competitive programs.
Other Significant Program Changes	Program Officer Notification in IowaGrants	Within 5 days of awareness of the need to make the change or as soon as possible.

<i>Financial Reporting</i>		
Form	System/Format for Submission	*Date Due
Financial Start Up Forms	IowaGrants (completed by Financial Staff)	Submitted in accordance with timeline outlined in Start Up Form Checklist
Claim	IowaGrants	Monthly by the 25 th of the month following the end of the report period. Claims should total at least \$100 at the time of submission. **Programs may request quarterly reporting due 25 th of the month following the end of the quarter
Program Claim Attachments New Programs and High Financial Monitoring Level Programs	Attachments in IowaGrants	Attached monthly (to coincide with Claim Form) supporting documentation for all claimed costs.

GAX/IET Form Attachment	Attachment in IowaGrants	Attached monthly (or **quarterly) to coincide with Program Claim Form) by the 25 th of the month following the end of the report period. GAX forms can be found on the 22-23 Grant Reference Materials component in IowaGrants.
***Federal Financial Reports	IowaGrants as status report (Fixed Amount and Education Award Only complete only specific sections)	April 25 th October 25 th FINAL: due within 90 days after the completion date of the grant (if grant end date does not correspond with above reporting deadlines)
Estimated Unexpended Funds Report (in FFR)	IowaGrants	April 25 th for all programs, and upon request
Mid-Year Budget Amendment (Program Officer Notification)	IowaGrants	April 30 th (or July 31 for programs with January start date), based on estimated unexpended funds
Closeout Packet (Status Report)	IowaGrants	Within 60 days after the termination of the grant
Self-Certification of Closeout	IowaGrants	Within 60 days after the termination of the grant
Audit Report and Second Audit Report (Status Report)	In IowaGrants as attachment with Management Letter and Audit Reconciliation Report	Within 30 days of the release of the audit report or financial review. <i>IowaGrants is set to receive up to two audit reports per year.</i>
Site Visit Response	IowaGrants	Within timeline as established in site visit report from Volunteer Iowa
Financial Desk Review <i>Covers one-reporting period as noted in the monitoring schedule based on program monitoring level.</i>	IowaGrants as attachment	Upon request in conjunction with a monthly financial claim report.
Change in financial staff	Update in IowaGrants	Within 5 days of the person's last day of work or as soon as possible.
Budget Changes (Program Officer Notification)	IowaGrants	By April 30 th OR Within 15 days of awareness of the need to make the change or as soon as possible.

<i>In general, major budget changes should be made in the first six months of the grant.</i>		
Problems/Concerns – including suspected fraud, waste or abuse of federal funds	via email or phone call to program officer	Immediately

*If the reporting deadline falls on a weekend or state holiday, the reporting due date remains the same. The program may submit on the due date or prior to the due date.

**Prior approval from Volunteer Iowa required for quarterly claim submission. Quarterly reports cover the following periods: Sept-Dec; Jan-Mar; Apr-Jun; Jul-Sept, Oct-Nov (this reporting schedule includes the maximum grant period inclusive of no-cost extensions).

***FFR completion is limited to selected categories to monitor unexpended funds and excess program income for Fixed Amount and Education Award programs.

<i>Member Reporting</i>
See section 3.1 of the Iowa AmeriCorps State Program Manual (Exhibit F) to reference a full list of member reporting requirements and deadlines, such as for reporting of member early exits, member injuries or requests to convert unfilled member slots.

6.11 **REQUIRED TRAININGS & COMMUNICATIONS.** The Grantee will send at least one staff member to the following trainings (also noted in Ch. 1 of the Iowa AmeriCorps State Program Manual, Exhibit F): Volunteer Iowa new Program Director training (for new programs/new staff only, in Iowa in advance of the new program year), Volunteer Iowa Program Staff Launch training (in Iowa in the first few months of the program year), a National Service Regional Conference (in the spring/summer in the North Central region). Other trainings may be offered or required throughout the program year, based on Volunteer Iowa or AMERICORPS monitoring and feedback. The Grantee will have at least one staff member participate in monthly Program Director Webinars led by Volunteer Iowa staff and will have the Program Representative and other required program/financial staff (as outlined in the Program Manual) participate in regular program/financial monitoring check-in calls with Volunteer Iowa staff, to be scheduled based on the Grantee's assigned monitoring levels. The Grantee's Program Representative will read and share with other Grantee staff, as appropriate, the Weekly Update newsletter distributed via email by Volunteer Iowa and will address any questions to the Program Officer.

6.12 **AUDIT.**

- a) **Single Audit.** Grantees expending \$750,000 or more in federal awards in their fiscal year shall ensure that an audit is performed in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Chapter I, and Chapter II, Part 200) as applicable. The audit and accompanying management letter (or other accompanying documents) shall be submitted to the Commission within 30 days after the completion or publication of the audit, unless a longer period is agreed to by both parties.
- b) **Other Audit or Financial Review.** Grantees expending less than \$750,000 in federal awards in a year are exempt from any federal audit requirements for that year but shall

comply with audit requirements prescribed by state or local law. Grantees that have an audit or financial review performed that is inclusive of a grant period(s) covered by this agreement must submit a copy of the audit or review to the Commission within 30 days after completion.

- c) **Auditor of State.** The Commission may engage the Auditor of State in conducting a review or audit at any time. If such an engagement occurs, the Grantee must cooperate with the process and provide records and files to enable the Auditor of State to conduct a thorough review.

6.13 **MAINTENANCE OF PROGRAM INSURANCE AND INDEMNIFICATION.** In addition to the member insurance requirements for the AmeriCorps program as noted in Exhibits A-F, the following requirements will apply depending on the grantee organization.

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa and is self-insured for liability, in general, the Grantee does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the Agency or its employees. The Grantee participates with the other State Departments or Regents Institutions in a self-insurance pool for purposes of vehicular liability on owned and rented vehicles. Claims up to \$250,000 are paid from the self-insurance pool. Claims exceeding \$250,000 are processed through the Tort Claims process, in accordance with Chapter 669 of the Code of Iowa.

Indemnification for state agencies: As an agency of the State of Iowa, the Grantee is prohibited by law from indemnifying any person or entity, however, the Grantee agrees to be responsible for its own negligent acts and omissions and those of its employees as provided by the Iowa Tort Claims Act, Iowa Code, Chapter 669.

- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall maintain, with financially sound and reputable insurers, insurance to cover the project and protect its properties and assets against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. The requirement of insurance under this provision may be met by establishing, to the satisfaction of Commission, either of the following: (i) that a policy covering the project is in effect with any insurance company of recognized responsibility; or (ii) that Grantee maintains an actuarially sound program of self-insurance sufficient to cover the project. Grantee shall submit copies of all applicable agreements, certificates, policies or other documentation requested by the Commission attesting to insurance coverage and any renewals thereof.

Indemnification for non-state agencies: The Grantee shall indemnify and hold harmless the Commission, its officers and employees from and against any and all losses in connection with the Project.

6.14 **CERTIFICATIONS.** The Grantee certifies and assures that the Program will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms.

The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- a) Financial Management guidelines issued by the U.S. Office of Management and Budget, Uniform Guidance (2 CFR 200). Fixed amount grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.
- b) Certifications and Assurances agreed upon at the time of application as detailed in the AmeriCorps Application Instructions, (Exhibit E).

ARTICLE 7 - DOCUMENTS INCORPORATED BY REFERENCE; PRIORITY

7.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

- a) Attachments
 - i. Attachment A, "GRANT APPLICATION", dated 12/20/2021 on the SF424, form (attached)
 - ii. Attachment B, "BUDGET" (attached)
 - iii. Attachment C, "IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT." (attached if applicable)
 - iv. Attachment D, "ADDITIONAL FEES & REPORTING REQUIREMENTS FOR GRANTEEES NOT USING THE VOLUNTEER IOWA MEMBER MANAGEMENT SYSTEM." (attached if applicable)
- b) Exhibits
 - i. Exhibit A, "ACT", The National and Community Service Act of 1990 as amended by the Serve America Act,
<https://americorps.gov/sites/default/files/document/%40%20National%20and%20Community%20Service%20Act%20of%201990%20%28as%20amended%20through%20PL%20111-13%29.pdf>
 - ii. Exhibit B, "FEDERAL REGULATIONS", 45 CFR §§ 1200-1299 and 2500-2599,
https://www.ecfr.gov/cgi-bin/text-idx?SID=0a0651909748e317690886cbf689868a&mc=true&tpl=/ecfrbrowse/Title45/45cfrv5_02.tpl#0
 - iii. Exhibit C, "AMERICORPS TERMS AND CONDITIONS", AmeriCorps Terms and Conditions, including both the General Terms and Conditions and the Program Specific Terms and Conditions for AmeriCorps State and National
 - a. "FY2022 General Grant and Cooperative Agreement Terms and Conditions"
<https://www.americorps.gov/sites/default/files/document/FY2022-General-Terms-Conditions-508-20211119.pdf>
 - b. "2022 Terms and Conditions for AmeriCorps State and National Grants"
<https://www.americorps.gov/sites/default/files/document/FY2022 ASN Program-SpecificTermsandConditions Revised June2022%20%28002%29 2.pdf>
 - iv. Exhibit D, "REQUEST FOR GRANT APPLICATIONS", including both the Volunteer Iowa Request for Grant Applications (RFA) and the Corporation for National & Community Service Mandatory Supplemental Information for 2022 AmeriCorps State and National Grants posted at
<https://www.volunteeriowa.org/americorps-state>.

- v. Exhibit E, “APPLICATION INSTRUCTIONS”, including the Volunteer Iowa Pre-Application Instructions and Volunteer Iowa Final Application Instructions posted at <https://www.volunteeriowa.org/americorps-state>.
- vi. Exhibit F, “IOWA AMERICORPS STATE PROGRAM MANUAL”, 2022-2023 AmeriCorps Program Manual, which is posted to the Volunteer Iowa Current AmeriCorps Grantee Resources page at <https://www.volunteeriowa.org/americorps/current-americorps-grantee-resources>.

7.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this agreement, the following order of priority shall govern:

- a) Articles I through X herein
- b) Exhibit A, “ACT”
- c) Exhibit B, “FEDERAL REGULATIONS”
- d) Exhibit C, “AMERICORPS TERMS & CONDITIONS”
- e) Exhibit D, “REQUEST FOR GRANT APPLICATIONS”
- f) Exhibit E, “APPLICATION INSTRUCTIONS”
- g) Attachment A, “GRANT APPLICATION” including all assurances, certifications, attachments, and pre-award negotiations
- h) Attachment B, “BUDGET”
- i) Exhibit F, “IOWA AMERICORPS STATE PROGRAM MANUAL”
- j) Attachment C “IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT”
- k) Attachment D “ADDITIONAL FEES & REPORTING REQUIREMENTS FOR GRANTEEES NOT USING THE VOLUNTEER IOWA MEMBER MANAGEMENT SYSTEM”

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

- a) **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.
- b) **Lack of Progress/Failure to Meet Program Requirements.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Program or when the Grantee has failed to comply with the Agreement, award conditions or standards. Full program requirements are outlined in the Agreement and supporting materials. Some key areas of program requirements are full member enrollment, meeting Performance Measure targets, responsiveness to Volunteer Iowa communication on compliance issues, timely correction of compliance issues, submitting timely and accurate program and financial reports.

- c) **Noncompliance.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
- d) **Program Incompletion.** If the Program, in the sole judgment of the Commission, is not completed on or before the Grant Agreement Period Completion Date.
- e) **Misspending.** If the Grantee expends Grant proceeds for purposes not described in the AmeriCorps application, this Agreement, or as authorized by the Commission.
- f) **Insolvency or Bankruptcy.** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.
- g) **Lack of or Insufficient Insurance.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 **CORRECTIVE ACTION.** Prior to issuing a formal notice of default for any of the events identified under Article 8.1, Volunteer Iowa may, on reasonable notice to the Grantee, take action to compel the Grantee to complete corrective action as required by Volunteer Iowa. The Commission shall have the final authority to assess whether the Grantee is making adequate progress on the performance measures and other program goals and requirements. The Commission may require underperforming Grantees to submit Corrective Action Plans designed to increase the Program's performance. The Commission reserves the right to monitor and measure the achievement of program performance at any time during or after the Grant Agreement Period. Corrective action may involve the following:

- a) **Suspend Payments.** Volunteer Iowa may suspend the Agreement and withhold future payments under the Agreement until the program is brought into compliance or develops a corrective action plan and timeline that is approved by the Commission to bring the program into compliance. Volunteer Iowa may allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that Volunteer Iowa concludes that such costs meet the requirements of the federal regulations.
- b) **Partial Repayment.** Volunteer Iowa may require partial repayment of Grant proceeds which allows partial credit for the performance targets or programmatic goals which have been met.
- c) **Other Remedies.** The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any event of default giving rise to the Commission seeking to exercise the enforcement of this clause.

8.3 **NOTICE OF DEFAULT.** Volunteer Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.4 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, Volunteer Iowa may do one or more of the following:

- a) Exercise any remedy provided by law,
- b) Terminate the Grant Agreement and establish revised reporting deadlines for the purposes of closing out the grant,
- c) Require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement, plus interest.
- d) Other Remedies. The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of this clause.

ARTICLE 9 - DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of claims for disbursement submitted by the Grantee. Claims for disbursement ("claims") shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.10.

- a) **Program Income.** All program income as defined in 2 CFR 200.307 shall be added to the Budget and used to meet the grantee share in furthering eligible Program activities as defined in the Agreement and the approved Grant Application. Program income not used to further Program activities will be deducted from the federal share for the purpose of determining the amount of reimbursable costs under the Agreement. In cases of dispute, final decisions regarding the definition or disposition shall be made by Volunteer Iowa. Proceeds generated from the AmeriCorps program are considered Program Income. Programs are required to report all income generated in excess of that which is used to meet the grantee share of the expenditures on the FFR to the Commission according to the schedule shown in Article 6.10. All program income shall be expended prior to requesting federal AMERICORPS funds. Program income received after the Grant Agreement Period shall be returned to the Commission.
- b) **Late claims.** Volunteer Iowa may deny payment of claims submitted later than 60 days past the grant end date

9.2 **REQUEST FOR PAYMENT MODIFICATIONS.**

- a) **Quarterly payments.** With prior approval, the Grantee may qualify for quarterly claim submission, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa. The Commission may revoke the approval for quarterly payment at any time, if the Grantee fails to meet financial management requirements or demonstrates significant deficiencies.
- b) **Advance payments for cost reimbursement grantees.** With prior approval, cost reimbursement grantees may receive advance payments of grant funds, provided the

Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa.

- i. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.
- ii. **Discontinuing advance payments.** Volunteer Iowa may, after providing due notice to the Grantee, discontinue the advance payment method and either allow payments in advance based upon individual request and approval, or by reimbursement only, in cases where the grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to ensure accurate reporting, minimize the time elapsing between the receipt of the cash advance and its disbursement, displays other practices that indicate a potential financial management problem or in cases where federal funds are not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level.
- iii. **Interest earned.** In most circumstances, the Grantee must deposit advance funds received from the Volunteer Iowa in a federally insured, interest-bearing account. For exceptions to this requirement, refer to 2 CFR Chapters I and II. To the extent that interest is earned on advances of AMERICORPS funds, this interest shall be returned to Volunteer Iowa.

9.3 **MATCHING REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES.** The following requirements apply only to cost reimbursement grantees.

- a) The Grantee agrees to provide local matching contribution to the Program as defined in the “Grantee Share” column of the budget shown in Attachment B, “Budget”. The Grantee is expected to meet the budgeted match percent of the Grantee share for each reporting period, unless otherwise agreed upon by the Commission.
- b) The Grantee shall comply with OMB Cost Principles 2 CFR Part 200, Subpart E requirements related to allowable kinds and sources of match and match documentation requirements. Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant. Grantees shall report the amount and sources of federal funds, other than those provided by AMERICORPS, used to carry out its Program. This includes other federal funds expended by Program Subrecipients and operating sites. This information shall be reported on the Federal Financial Report (FFR).
- c) If a Program fails to meet the matching requirements, the Commission will notify the Grantee in writing of the situation and request that the costs be brought into alignment with the budgeted federal and match percentages within one reporting period. If there is an on-going issue related to match, the Commission may notify the Financial Representative, Program Representative and/or the Authorized Representative of the Grantee agency. The Commission may suspend payment of reimbursement request(s) until the situation is corrected.

ARTICLE 10 - GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT.** This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **SUSPENSION.** Volunteer Iowa may suspend a grant for not more than thirty (30) calendar days. Examples of situations necessitating a suspension may include, but are not limited to:

- a) **Serious risk to persons or property.**
- b) **Violations of Federal, state or local criminal statutes.**
- c) **Material violation(s) of the grant agreement.** Violations that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- d) **Corrective action.** As part of a corrective action plan undertaken according to Article 8.2.

10.3 **TERMINATION.** Termination means the ending of the Grant Agreement, at any time prior to the planned end of the Grant Agreement Period.

- a) **Circumstances for Termination.** This agreement may be terminated in the following circumstances. (The Administrative Rules of Volunteer Iowa in regards to the appeals process apply in all situations.)
 - i. **For Convenience.** With thirty (30) days notice, Volunteer Iowa or the Grantee may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Program would not produce beneficial results commensurate with the future disbursement of funds.
 - ii. **For Cause.** As a result of Grantee's default under this Agreement, as stated in Article 8. The agreement may also be terminated if it no longer effectuates the program goals or AMERICORPS priorities.
 - iii. **Due to Non-appropriation or Reduction of AMERICORPS Funding.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level, then Volunteer Iowa shall have the right to terminate this Agreement without penalty by giving the Grantee not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Grantee shall be payment for program activities performed prior to termination.
- b) **Procedures Upon Termination.**
 - i. **Termination Notice.** Volunteer Iowa shall provide written notice to the Grantee of the decision to terminate, the reason(s) for the termination, the effective date of the termination, and final reporting obligations and deadlines. If there is partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Grantee shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible.
 - ii. **Rights in Products.** All finished and unfinished documents, data, reports and other material prepared by the Grantee under the Agreement, except for any intellectual property, shall, at Volunteer Iowa discretion, become the property of the Commission.

- iii. **Return of Funds.** Volunteer Iowa's share of noncancelable obligations which Volunteer Iowa determines were properly incurred prior to notice of cancellation will be allowable under the Grant Agreement. The Grantee shall return to the Commission any costs previously paid by the Commission which are subsequently determined to be unallowable through audit, monitoring or closeout procedures within thirty (30) days of the disallowance. In case of termination, all unencumbered Grant proceeds shall be returned to Volunteer Iowa within thirty (30) days of the receipt of Notice of Termination.

10.4 **SURVIVAL OF AGREEMENT.** If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force and effect until the Grant Agreement is terminated or the proceeds are paid in full.

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

10.6 **AMENDMENT.**

- a) **Joint Modification.** The Agreement may only be amended through written prior approval of the Commission. The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which make a substantial change in the scope of services, extend the period of operation, modify the performance measures or make other changes to programmatic elements of the Agreement. The provisions of the amendment shall be in effect as of the date the modification is signed by authorized representatives of both the Commission and the Grantee, unless otherwise specified within the amendment.
- b) **Unilateral Modification.** Notwithstanding paragraph (a) above, Volunteer Iowa may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement. Volunteer Iowa will give the Grantee reasonable prior notice of any proposed unilateral modification of this agreement.
- c) **Volunteer Iowa Review.** Volunteer Iowa will consider whether an amendment request is so substantial as to require AMERICORPS written approval or as to necessitate reevaluating the Commission's funding decision on the Program. An amendment will be denied if it substantially alters the circumstances under which the Program funding was originally approved or if it does not meet federal or state requirements.

10.7 **NOTICES.** Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, and delivered at Volunteer Iowa's discretion via electronic means (such as email with a read receipt requested), to the Authorized Representative, Financial Representative, or Program Representative as noted on this Grant Agreement (or to another Authorized Representative who may have been designated by written notice) or enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such

other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, return receipt requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee and Authorized Representative set forth heretofore, as modified from time to time, as being the address and Authorized Representative of the Grantee.

10.8 **WAIVERS.** No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.9 **LIMITATION.** The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by the Commission for any item of work or service shall conform to the Budget as presented in Attachment B. It is further understood and agreed that all payments to the Grantee by the commission for all work and services required under this Agreement shall not exceed the Total Maximum Grant Amount unless modified by written amendment of this Agreement as provided for in Article 10.6.

10.10 **ENFORCEMENT EXPENSES.**

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa, if any dispute arises between the parties in connection with this Agreement and it cannot be resolved by mutual agreement of the parties, the remaining dispute shall be submitted to a board of arbitration in accordance with the procedure set forth in Iowa Code §679A.19.
- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement, following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of its rights.

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

10.12 **PROGRAM NONDISCRIMINATION.** Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee, member or applicant for employment is discriminated against because of race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin, disability, or other protected class. Grantee shall provide state or federal agencies with appropriate reports as required, ensuring compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors

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comply with provisions of this clause. A breach of this Article shall be considered a material breach of this Agreement.

10.13 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior Commission written consent. The Grantee may not discontinue administration of activities under this Agreement without the prior written disclosure to and prior written consent of the Commission.

10.14 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

GRANT AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by their proper and duly authorized representatives as of the Effective Date first stated.

For City of Davenport

Mallory Merritt

Assistant City Administrator

For Iowa Commission on Volunteer Service

Adam Lounsbury

Executive Director

For the purposes of this Agreement, please add the following designees:

Program Representative Name and Title:

Financial Officer Name and Title:

**Please indicate below your participation in the Iowa AmeriCorps Disaster Response Team
(details in Attachment C):**

- ☐ Yes, the program will participate in the Iowa AmeriCorps Disaster Response Team*
- ☐ No, the program will not participate in the Iowa AmeriCorps Disaster Response Team

*If yes, designate a contact person for the Disaster Response Team.

Iowa AmeriCorps Disaster Response Team Program Contact Name and Title:

**Please indicate below your use of the Volunteer Iowa Member Management System
(details in Attachment D):**

- ☐ Yes, the program will use the Volunteer Iowa Member Management System
- ☐ No, the program will use another member management and timekeeping system *

*If no, the program must complete Attachment D