

SUBRECIPIENT AGREEMENT
CITY OF NORTHFIELD
AND
THREE RIVERS COMMUNITY ACTION, INC.

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2019 by and between the City of Northfield (the "Grantee") and the Three Rivers Community Action, Inc., a nonprofit corporation under the laws of the State of Minnesota, 1414 N. Star Drive, Zumbrota, MN 55992, d/b/a, Three Rivers Community Action Agency (the "Subrecipient"); (collectively the "parties").

WHEREAS, the Grantee is administering funds received from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, to Dakota County as an Urban Entitlement County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds and Subrecipient agrees to furnish the various professional services required by Grantee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained Herein, the Grantee and Subrecipient agree as follows:

- I. **TERM AND TERMINATION.** Services of the Subrecipient as outlined in Section VI of this Agreement (the "Services") shall commence on the August 6, 2019 and terminate on August 31, 2020, unless sooner terminated as provided herein.
- II. **NATIONAL OBJECTIVES.** The Subrecipient will provide documentation to certify that the activities carried out with funds provided under this Agreement (the "Activities") will meet one or more of the CDBG program's national objectives, including: (1) benefit low/moderate income persons, (2) aid in the prevention or elimination of slums and blight, and (3) meet community development needs having a particular urgency, all as defined in 24 CFR Part 570.208.
- III. **FEDERAL COMPLIANCE.** The Subrecipient agrees to perform all the tasks enumerated below in a manner, which will meet or exceed the terms and conditions imposed upon the Grantee in administering the CDBG program and in the terms and conditions stated in the *Authority to Use Grant Funds*. The Subrecipient shall abide by all such requirements, grant agreements, regulations and laws to the same extent as Grantee and is equally bound thereby as Grantee for compliance therewith. The Subrecipient shall carry out the Activities in compliance with all applicable Federal laws and regulations, including but not limited to as described in Subpart K of the regulations. Compliance by Subrecipient includes but is not limited to the following:

- A. Citizen Participation. Comply with all U.S. Department of Housing and Urban Development (“HUD”) citizen participation requirements.
- B. Federal Regulation Compliance. All other Federal Acts or Regulations and requirements of HUD, including but not limited to Executive Order 11246 prohibiting discrimination in employment contracts, and directing government contracts to establish and maintain affirmative action.
- C. Compliance with Equal Opportunity Regulations. The Subrecipient shall maintain compliance with Section 3 of the Housing and Community Development Act Women and Minority Business requirements, Federal Equal Employment Opportunity Act, Executive Orders and Civil Rights Act of 1964 as specified in 24 CFR 135.20.
- D. Compliance with Common Rule and Uniform Administrative Requirements. The Subrecipient shall comply with all applicable requirements at 24 CFR Part 85 and 24 CFR 570.502.
- E. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- F. Recordkeeping. The Subrecipient shall:
1. Maintain records as outlined in 24 CFR 570.506.
 2. Keep complete and accurate records of all program claims and disbursements. The Subrecipient shall, for each request for funds, prepare and complete a Request for Reimbursement Form as provided in Exhibit A, which is attached hereto and incorporated herein by reference, listing all claims certified and paid by the Subrecipient for Activities and submit this Form to the Grantee. Grantee may reject any claim from the Subrecipient that is not complete in Grantee’s reasonable judgment or require such additional information as Grantee determines necessary to process the claim by the Subrecipient.
 3. Ensure compliance with 3-day rule requirements once funds are received by the Subrecipient from the Grantee.
 4. Provide the Grantee with information necessary to submit reports as outlined in 24 CFR 570.507.
 5. Submit to the Grantee quarterly progress reports of any outstanding Activities in the form attached hereto and incorporated herein by reference as Exhibit B. The status

report shall be submitted to the Grantee by or before the last day of each of the months of October, January, April, and July, during the term hereof. Grantee may require additional information if Grantee determines the report is incomplete or as otherwise necessary in the Grantee's reasonable judgment.

6. Maintain records in accordance with its retention schedule or for three years after the completion of the Activity, whichever is longer. Such records shall be made available for audit or inspection at any time upon request of the Grantee or its authorized representative.

G. Program Income. Program income is defined in 24 CFR 570.500(a) with requirements set forth in 24 CFR 570.504 (c). The Subrecipient shall return all program income immediately to the Grantee, except for revolving accounts approved by the Grantee. Program income will be disbursed according to the Program Income Policy attached hereto and incorporated herein by reference as Exhibit C.

H. Audit.

1. The Grantee shall have full access to all records relating to performance of this Agreement.

2. The Subrecipient shall submit an audit or, upon prior approval by the Grantee, a copy of their financial statements for the fiscal years the grant is in effect. Audits must be performed by a Certified Public Accountant in accordance with generally accepted auditing principles and if applicable, OMB Circular A-133. All audits or financial statements must be submitted to the Grantee within 9 months of the close of the Subrecipient's fiscal year. Failure of the Subrecipient to comply with these requirements may result in the withholding of future payments and is an event of default subject to termination of this Agreement.

IV. **OBLIGATIONS AND RESPONSIBILITIES**. The Subrecipient agrees to assume and carry out the Grantee's obligations and responsibilities under:

A. The Cooperation Agreements entered into between Dakota County and the Grantee concerning the Dakota County CDBG Program; and

B. The Supplemental Agreements to the aforementioned Cooperation Agreements entered into between Dakota County and the Grantee.

V. **BUDGET**. This Agreement replaces all previous Subrecipient Agreements with the Grantee and is applicable to prior fiscal year Activities which are not yet completed and to new Activities programmed for CDBG Grant Year 2018.

It is understood that the Funding Approval Agreement (HUD 7082) is based upon a 2016 program budget reflecting receipt of \$73,729, 2017 program budget reflecting receipt of \$61,288.00, and 2018 program budget reflecting \$63,305.00 in CDBG Funds from HUD through Dakota County of which \$106,538 is allocated to the Subrecipient as the maximum amount available for Fiscal Year 2018. This Agreement covers unspent prior year funds.

- VI. **SCOPE OF SERVICES.** As required in 24 CFR 570.503, the Subrecipient will be responsible for the administration of the following Activities under this Agreement, including ongoing Activities from previous fiscal years and Activities programmed with 20016, 2017 and 2018 CDBG funds. All funds will be expended to meet timeliness requirements specified in Section VII (A) of this Agreement.

Low/Mod Housing Benefit

- A. Description.
Rehabilitation of the property replacing kitchen countertops, new sinks & faucets, A/C system repairs/upgrades, selected flooring replacement, selected kitchen appliance replacement, front exterior door replacement, interior garage door replacement, garage door replacement, and exterior handrail replacement and repair.
- B. Budget
Activity Budget of \$106,538
Remaining FY 2016 Funding: \$28,595.68
Remaining FY 2017 Funding: \$20,090.00
Remaining FY 2018 Funding: \$57,852.00

- VII. **GENERAL CONDITIONS.** The following shall apply to the Subrecipient and this Agreement:

- A. Timeliness. HUD requires that sixty (60) days prior to the end of the Grantee's program year, the amount of non-disbursed CDBG funds be no more than 1.5 times the entitlement grant for its current program year. The penalties for failing to meet the 60-day spend-down requirement potentially affect all jurisdictions in the county. Reallocation of funds, if necessary, will be done according to the CDBG Contingency Plan. The following expenditure targets shall apply to current and past year fund balances:

For FY16 and earlier balances identified in Section VI of this Agreement, the Subrecipient should expend no less than 100 percent of its activity budget(s) by March 31, 2020.

- B. Independent Contractor. For the purpose of this Agreement, the Subrecipient shall be deemed an independent contractor, and not an employee of the Grantee. Any and all employees of the Subrecipient or

other persons, while engaged in the performance of any work or Services required by the Subrecipient under this Agreement, shall not be considered employees of the Grantee; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employee or the Subrecipient shall in no way be the obligation or responsibility of the Grantee. No statement contained in this Agreement shall be construed so as to find Subrecipient to be an employee of Grantee, and Subrecipient shall not be entitled to any of the rights, privileges, or benefits of employees of Grantee, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Subrecipient acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Subrecipient, and that it is Subrecipient's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Subrecipient shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide Services identified herein. Subrecipient is responsible for hiring sufficient workers to perform the Services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

- C. Hold Harmless. It is further agreed that the Subrecipient shall indemnify, defend and save the Grantee harmless from and against any claims, demands, actions, liability, damages, costs, judgments, expenses, including reasonable attorney's fees, or causes of action to the extent attributable to or arising out of any act or omission on the part of the Subrecipient, its agents, servants, or employees in performance of, or with relation to, any of the work or Services performed or furnished by the Subrecipient under the terms of this Agreement. It is further agreed that the Subrecipient shall notify the Grantee of any actual or potential claims against the Grantee that may arise as a consequence of any of the work or Services performed or furnished by the Subrecipient under the terms of this Agreement. Subrecipient shall defend Grantee against the foregoing, or litigation in connection with the foregoing, at Subrecipient's expense, with counsel reasonably acceptable to Grantee. Grantee, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Grantee. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. Subrecipient agrees, that in order to protect itself and Grantee under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Agreement shall be construed to waive any immunities

or limitations to which Grantee is entitled under Minn. Stat. Chapter 466 or otherwise.

- D. Transfer/Assignment. The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or subcontract, without the prior written consent of the Grantee.
- E. Amendments. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.
- F. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of the Agreement are cumulative and not mutually exclusive.
- G. Liability. Notwithstanding any other provision of this Agreement to the contrary, the Subrecipient shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this Agreement by the Subrecipient, and the Grantee may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Subrecipient is determined.
- H. Entire Agreement. This Agreement, as well as Exhibits A through C, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
- I. HUD Approval. It is expressly understood between the parties that this Agreement is contingent upon the approval of HUD and its authorization of grant monies to the Grantee for the purpose of this Agreement.
- J. Violation of Law. Should any of the above provisions be subsequently determined by a Court of competent jurisdiction to be in violation of any Federal or State Law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this Agreement shall remain in full force and effect.
- K. Discrimination. The Subrecipient agrees to comply with all Federal, State and local laws and ordinances as they pertain to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The provisions of any applicable law or ordinance relating to civil

rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

- L. Applicable Laws. The Subrecipient further agrees to comply with all Federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Subrecipient performance of the provisions of this Agreement.
- M. State Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- N. Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination may occur if the Subrecipient materially fails to comply with any of the provisions hereof, and the award may be terminated for convenience in accordance with 24 CFR 85.44. Such termination shall occur thirty (30) days after receipt by the Subrecipient of written notice from the Grantee specifying the grounds therefore, unless, prior to such date, the Subrecipient has cured the alleged nonperformance of the provisions of this Agreement.

This Agreement may also be terminated: (1) at the expiration of the term stated herein with thirty (30) days' written notice given by a party hereto in advance of the expiration date; (2) immediately in the event the Cooperation Agreement for the Dakota County Community Development Block Grant Program between the Grantee and Dakota County, Minnesota terminates for any reason; or (3) at Grantee's option, upon the failure of the Subrecipient to comply with (a) any material term or condition of this Agreement, (b) those contained in the above-referenced agreement with Dakota County, and/or (c) applicable law or regulations governing the grant funds, or the receipt, accounting, reporting and/or distribution, or otherwise of CDBG funds or other grant funds covered hereby from any source. The foregoing grounds for termination stated above in clause (c) of this paragraph are events of default, and unless cured by Subrecipient within thirty (30) days of written notice from Grantee may result in the immediate termination of this Agreement by Grantee.

- O. Standard of Care. Services provided by Subrecipient or its subcontractors under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Subrecipient's profession. Subrecipient shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Subrecipient's breach of this standard of care. Subrecipient shall put forth reasonable efforts to complete its duties in a timely manner.

- P. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- Q. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- R. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01, et. seq. Subrecipient agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Subrecipient understands that all of the data created, collected, received, stored, used, maintained or disseminated by Subrecipient in performing those functions that the Grantee would perform is subject to the requirements of the Act, and Subrecipient must comply with those requirements as if it were a government entity. This does not create a duty on the part of Subrecipient to provide the public with access to public data if the public data is available from the Grantee, except as required by the terms of this Agreement.
- S. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- T. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Grantee and Subrecipient arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- U. Insurance. Subrecipient shall not commence work under this Agreement until Subrecipient has obtained all insurance required herein and such insurance has been approved by Grantee. All insurance coverage shall be maintained throughout the life of this Agreement. Subrecipient agrees to procure and maintain, at Subrecipient's expense, statutory Workers' Compensation coverage. Subrecipient agrees to procure and maintain, at Subrecipient's expense, Commercial General Liability ("CGL") and business

automobile liability insurance coverages insuring Subrecipient against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Subrecipient or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. Grantee shall have additional insured status and be listed by name on an endorsement attached to such policy(s) for the Services provided under this Agreement and shall provide that Subrecipient's coverage shall be primary and noncontributory in the event of a loss.

Subrecipient agrees to procure and maintain, at Subrecipient's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$3,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

Professional/Technical (Errors and Omissions) Liability Insurance. Subrecipient agrees to procure and maintain, at Subrecipient's expense,

Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims Subrecipient may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Subrecipient's professional services required under the Agreement. Subrecipient is required to carry the following minimum limits: \$2,000,000 – per wrongful act or occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater.

The following shall be applicable:

1. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, shall be provided upon request.
2. Any insurance limits in excess of the minimum limits specified herein above shall be available to Grantee.
3. Subrecipient's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to Grantee, or Ten (10) days' prior written notice to Grantee for nonpayment of premium.
4. Subrecipient's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to Grantee with respect to any claim arising out of Subrecipient's performance under this Agreement.
5. Subrecipient is responsible for payment of contract related insurance premiums and deductibles. If Subrecipient is self-insured, a Certificate of Self-Insurance must be attached.
6. Subrecipient shall ensure that all subcontractors comply with the insurance provisions contained in this Agreement and such insurance is maintained as specified.
7. Subrecipient's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
8. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
9. Subrecipient shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial

Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by Grantee.

10. Grantee reserves the right to immediately terminate this Agreement if Subrecipient is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against Subrecipient.

VIII. **CERTIFICATION FOR CONTRACT, GRANTS, LOANS AND COOPERATIVE AGREEMENTS.** The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by section 1332, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

X. **NOTICE.** Written notice to be provided under this Agreement shall be provided as follows:

For the Grantee: Ben Martig, City Administrator
City of Northfield

801 Washington Street
Northfield, MN 55057

For the Subrecipient: Jenny Larson, Executive Director
Three Rivers Community Action Agency
1414 N Star Drive
Zumbrota, MN 55992

IN WITNESS WHEREOF, the Grantee and the Subrecipient have executed this Subrecipient Agreement effective on the date of the latest signature affixed hereto.

SUBRECIPIENT:

THREE RIVERS COMMUNITY ACTION, INC.

By: _____
(Signature)
Title: _____
Print Name: _____

Date: _____

By: _____
(Signature)
Title: _____
Print Name: _____

Date: _____

GRANTEE:

CITY OF NORTHFIELD

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

EXHIBITS

- A. Request for Reimbursement Form
- B. Quarterly Reporting Form
- C. Program Income Policy

EXHIBIT A

Request for Reimbursement Form

EXHIBIT B

Quarterly Reporting Form



Dakota County CDBG Reporting Form (Quarterly)

Important Note: The Grantee is required to submit quarterly reports to the CDA until the awarded grant funds are completely expended or until the end of the program year in which funds are completely expended or as determined by the CDA. Delays in submitting required quarterly reports are a violation of the Subrecipient Grant Agreement and may result in denial of cost reimbursements and/or cancellation of the Subrecipient Grant Agreement.

This report covers:

	<input type="checkbox"/> 1st Quarter	<input type="checkbox"/> 2nd Quarter	<input type="checkbox"/> 3rd Quarter	<input checked="" type="checkbox"/> 4th Quarter
Period	7/1 - 9/30	10/1 - 12/31	1/1 - 3/30	4/1 - 6/30
Due Date	October 30 th	January 30 th	April 30 th	July 30 th

City/Township Name: City of Northfield	
Contact Person: Janine Atchison	
Phone: 507-645-3047	Email: Janine.atchison@ci.northfield.mn.us
CDBG Activity/Project Name Rental Rehab-Northern Oaks	
Total CDBG Allocation for Project: \$ 106,537.71	Costs Accrued to Date: \$ 0
Program Year(s): 2016-2017-2018	Submitted for Reimbursement: \$ 0
<i>(Please note the years if you are using funding from multiple years)</i>	Reimbursed from the CDA: \$ 0

Did you have any progress with this CDBG Activity during this reporting period? ___ Yes X No

<p>Describe progress, completed activities, or reasons for the lack of progress during this period.</p> <p>Original bid was published in wrong Newspaper causing bid process to be repeated. Sub recipient agreement to be approved by City Council on August 5, 2019. Bid will be awarded and work commenced after council approval.</p>
<p>Identify any problems or concerns related to this activity.</p> <p>Anticipating that 2016 funds will be spent down by September 30, 2019 and project completed by December 30, 2019</p>

Prepared by:

Janine Atchison

Subrecipient Staff Name (Print)

Signature

Date: _____



Dakota County CDBG Reporting Form (Quarterly)

CDA Office Use Only

		Reviewer
Report Received	-- / / --	
Correct Financial Information	<input type="checkbox"/>	

Other Comments:

EXHIBIT C

Program Income Policy

Income Self-Certification Form – 2019 (effective June 28, 2019) Dakota County CDBG Program

Information on annual family income and race is required to determine eligibility for public services funded with federal Community Development Block Grant (CDBG) funds. Each participant must indicate the number of persons in their household, and then **CHECK THE BOX** that contains the amount of annual family income.

INCOME is defined as the total annual gross income of all family and non-family members 18+ years old living within the household. All sources of income must be counted from all persons in the household based on anticipated income expected within the next 12 months.

Please check your Income Range based on your Family Size (for example if there are 5 people in your household, go to HH of 5; if there are 8 or more in your household go to HH of 8):

Household of 1:	<input type="checkbox"/> \$0 - \$21,000	<input type="checkbox"/> \$21,001 - \$35,000	<input type="checkbox"/> \$35,001 - \$52,850	<input type="checkbox"/> \$52,851+
Household of 2:	<input type="checkbox"/> \$0 - \$24,000	<input type="checkbox"/> \$24,001 - \$40,000	<input type="checkbox"/> \$40,001 - \$60,400	<input type="checkbox"/> \$60,401+
Household of 3:	<input type="checkbox"/> \$0 - \$27,000	<input type="checkbox"/> \$27,001 - \$45,000	<input type="checkbox"/> \$45,001 - \$67,950	<input type="checkbox"/> \$67,951+
Household of 4:	<input type="checkbox"/> \$0 - \$30,000	<input type="checkbox"/> \$30,001 - \$50,000	<input type="checkbox"/> \$50,001 - \$75,500	<input type="checkbox"/> \$75,501+
Household of 5:	<input type="checkbox"/> \$0 - \$32,400	<input type="checkbox"/> \$32,401 - \$54,000	<input type="checkbox"/> \$54,001 - \$81,550	<input type="checkbox"/> \$81,551+
Household of 6:	<input type="checkbox"/> \$0 - \$34,800	<input type="checkbox"/> \$34,801 - \$58,000	<input type="checkbox"/> \$55,001 - \$87,600	<input type="checkbox"/> \$87,601+
Household of 7:	<input type="checkbox"/> \$0 - \$37,200	<input type="checkbox"/> \$37,201 - \$62,000	<input type="checkbox"/> \$62,001 - \$93,650	<input type="checkbox"/> \$93,651+
Household of 8:	<input type="checkbox"/> \$0 - \$39,600	<input type="checkbox"/> \$39,601 - \$66,000	<input type="checkbox"/> \$66,001 - \$99,700	<input type="checkbox"/> \$99,701+

Please calculate your total assets, including (a) checking, savings and other account balances; (b) tax assessed value of real estate owned **other than** your home; (c) cash value/equity of any Life Insurance Policy; and (d) any other assets. NOTE: a percentage of assets will be calculated by staff as part of income (example: \$100,000 assets x 2.0% = \$2,000). **Total Assets = \$ _____**

Please check your Ethnicity (pick 1 of 2): Hispanic or Non-Hispanic

Please check your Race (pick 1 of 10 choices):

- | | |
|--|---|
| <input type="checkbox"/> White | <input type="checkbox"/> Black or African American |
| <input type="checkbox"/> Asian & White | <input type="checkbox"/> American Indian or Alaskan Native |
| <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> Other |
| <input type="checkbox"/> Black/African American & White | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Alaskan Native & Black |

Does your family have a **FEMALE HEAD OF HOUSEHOLD?** Yes No

Program or Activity _____ Dates of Participation _____

Birth Date of Participant _____

APPLICANT STATEMENT: I hereby certify that the information on this form is accurate and complete. I understand that this self-certification may be subject to further verification by the agency providing services, the City, the Dakota County CDA, or the U.S. Department of Housing & Urban Development. I, therefore, authorize such verification, and I will provide supporting documents, if necessary. **WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the U.S. Government.

Participant or Beneficiary Name (Please Print)

Signature (Parent or Guardian, if participant is under 18 years old)

Date