# City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager

**FROM:** Laura A. Schaefer, Finance Director/City Clerk

**DATE:** September 3, 2019

**SUBJECT:** 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant – Administrative Services Contract

At the August 26, 2019 Council meeting, Council entered into a contract with the Iowa Economic Development Authority (IEDA) for a Community Development Block Grant (CDBG) in the amount of $210,500 with a city match of $10,000 to rehabilitate a minimum of five (5) properties. To aid in the administration of this grant, Region XII has submitted an administrative assistance contract.

Region XII will provide assistance in maintaining the files as required by IEDA, assist with the rehabilitation of a minimum of five (5) properties, complete the reimbursement requests, and prepare the required performance reports.

The payment for this administrative services contract will not exceed $18,000 and is part of the grant funding.

Attached is a resolution approving the administrative services contract with Region XII. The resolution also designates the City Manager and City Clerk as alternate signors to sign project related correspondence in the event the Mayor is unable to sign.

**RECOMMENDATION:** Council consideration and approval of a resolution approving an administrative services agreement with Region XII for the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002.

# RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH REGION XII FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY HOUSING GRANT CONTRACT #19-HSG-002

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS, an administrative services agreement with Region XII for administration of the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002 is attached hereto as Exhibit "A"; and

WHEREAS, it is determined that the approval of the attached agreement is in the best interest of the City of Carroll, Iowa; and

WHEREAS, the City Council designates the City Manager and the City Clerk as alternates to sign project related correspondence in the event the Mayor is unable to sign;

NOW, THEREFORE, BE IT RESOLVED that the administrative services agreement with Region XII for the administration of the Iowa Economic Development Authority Housing Grant #19-HSG-002 attached as Exhibit "A", be authorized and accepted, and that the Mayor, City Manager and City Clerk are authorized to sign project related correspondence on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 9th day of September, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

*Contract Number:* **HF1910A**

**LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT**

# CITY OF CARROLL

**HOUSING SET-ASIDE GRANT PROGRAM**
**ADMINISTRATIVE SERVICES FOR IEDA CONTRACT # 19-HSG-002**

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**Article 1.0** **IDENTIFICATION OF PARTIES.** This contract is entered into by and between the Region XII Council of Governments, Inc., hereinafter referred to as COG, and the City of Carroll, hereinafter referred to as the City.

**Article 2.0** **STATEMENT OF PURPOSE.** WHEREAS, the City wishes to engage the COG to provide certain technical and professional services and, WHEREAS, the COG has the authority and necessary ability to perform such services, THEREFORE, the parties hereto do agree as follows:

**Article 3.0** **AREA COVERED.** The COG shall perform all the work and services required under this contract in connection with and respecting administration of the IEDA Housing Grant #19-HSG-002 awarded the City for a housing project.

**Article 4.0** **STATEMENT OF WORK AND SERVICES.** The COG shall perform in a satisfactory and proper manner as determined by the City, the following work and services:

FILES. COG shall assist the City in establishing and maintaining the following files as required by the Iowa Economic Development Authority (IEDA):

Citizen Participation
Environmental Review
Federal Labor Standards
Equal Opportunity/Affirmative Action
Procurement Standards and Invitation for Bids
Rehabilitation
Financial Management
Performance

All material used in establishing and maintaining the files shall be furnished by the City. COG shall review each file at least monthly and COG shall assist the City staff in insuring appropriate information is contained in the offices of each. The files shall be located in the City of Carroll City Hall, and will remain the property of the City.

PROGRAM OPERATION. The COG will assist the City with rehabilitation of a minimum of five (5) properties in accordance with the City's contract with IEDA.

FINANCIAL MANAGEMENT. The COG shall complete reimbursement requests and obtain appropriate signatures from the City officials. The City shall submit the requests to IEDA.

PERFORMANCE REPORTS. The COG shall prepare the required performance reports and submit the same to the City Designee for acceptance by the City. The COG will provide information as necessary and requested by IEDA for the purpose of fulfilling all reporting requirements related to the grant.

FEDERAL REQUIREMENTS. The COG shall assist the City in meeting the requirements of the following laws, rules, and regulations:

1. National Environmental Policy Act of 1969.
2. Federal Management Circulars 74-4 and 74-7 as they relate to the application, acceptance, and use of federal funds.
3. Executive Order #11988, relating to flood hazards.
4. Title VI of the Civil Rights Act of 1964.
5. Section 109 of the Housing and Community Development Act of 1974, as amended.
6. The Age Discrimination Act of 1975, as amended.
7. Section 504 of the Rehabilitation Act of 1973, as amended.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. Title VIII of the Civil Rights Act of 1968, as amended.
10. Executive Order #11063, relating to fair housing.
11. The Davis-Bacon Act.
12. The Copeland "Anti-Kickback" Act.
13. Contract Work Hours and Safety Standards Act.
14. The Department of Defense Authorization Act of 1986.
15. OMB Circular No. A-102.
16. Lead Based Paint Hazard Elimination Final Rule.
17. Lead Based Paint Poisoning Prevention Act.
18. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213.

CIVIL RIGHTS PROVISIONS. During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4 The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The COG will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

**Article 5.0** **TIME PERFORMANCE.** The services of the COG are to commence as of the 5th day of August, 2019, and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before August 31, 2022.

**Article 6.0** **CONDITION OF PAYMENTS.** The City will reimburse COG for services performed following the submission of invoices that are sufficient to support payment under the City's established accounting procedures. During the contract period, in no event will the COG receive payment exceeding $18,000 for administrative fees.

**Article 7.0** **AMENDMENTS.** The COG or the City, may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this contract. Any changes to the contract which are mutually agreed upon by both the COG and the City shall be incorporated into this contract through written amendment signed by both parties. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

**Article 8.0** **RELEASE OF DATA AND FINDINGS.** Any and all reports, information, data, findings, etc., given to, prepared, or assembled by the COG under this contract shall not be made available to any individual or organization by the COG prior to the completion of this contract in its entirety or

without advance written approval of such prior release by the City. Unless otherwise stated, the COG may release reports, information, etc., upon completion of the contract without written approval by the City.

**Article 9.0** **TERMINATION.** Upon written agreement between the City and the COG, this contract may be declared null and void. Whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG proportionately for the work completed.

**Article 10.0** **CUSTODY AND RETENTION OF RECORDS.** The depository for all records pertinent to the CDBG Grant will be in the City of Carroll City Hall in Carroll, Iowa. The COG may retain a copy of any of the CDBG Grant records to facilitate administration of the program. Financial records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of five years. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

The head of the Department of Housing and Urban Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the COG to make audits, examinations, excerpts, and transcripts. The COG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the City, Department of Housing and Urban Development, the Secretary of Labor, IEDA or their authorized representatives for purposes of investigation to ascertain compliance. The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program

**Article 11.0** **LOBBYING.** The COG certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COG, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the COG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

3. The COG 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 sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, 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.

**ARTICLE 12.0 INDEMNIFICATION.** The City will defend, indemnify and hold harmless the COG and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any actions under this contract.

IN WITNESS THEREFORE, the parties hereto have executed this Contract on the day and year specified below.

**REGION XII COG, Inc.**

BY: Richard T. Hunsaker
Richard T. Hunsaker
Executive Director

DATE: 8-23-2019

**CITY OF CARROLL**

BY:_____
Eric Jensen
Mayor

DATE:_____

# SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

*Upload a scanned copy of the completed document to the Electronic Documents form in IowaGrants. Retain the original, signed copy in your files.*

RE: Contract Number: #19-HSG-002
Recipient: City of Carroll

In the event that the Chief Elected Official (CEO) is unable to sign project related correspondence for the Recipient's above referenced contract, the following alternates are designated below. The signatures attested below are effective as of:_____.

Sincerely,

_____
CEO

_____
Signatory # 1

_____
Signatory # 2

_____
Signatory # 3

_____
Witness