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 MJP-W

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

DATE: November 21, 2019

SUBJECT: 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant

1. Subrecipient Agreement with Region XII
2. Technical Services Agreement with Region XII
3. Project Address Approval

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. On September 9, 2019 Council entered into an agreement with Region XII to 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.

As this process continues, Region XII has provided two more agreements for Council approval. One is a subrecipient agreement. Region XII will administer/pay for the construction/rehabilitation costs then the city will reimburse Region XII for these costs from the grant funds the City will receive from IEDA.

The other agreement is for technical services. On April 22, 2019, Council approved Region XII as the technical services provider. That step was completed as part of the grant application process and now needs to be formalized. Basically, Region XII will be in charge of securing the contractors and ensuring the projects are completed to the requirements of the grant. This is covered by grant funding.

And finally, Council needs to approve the properties to be rehabilitated by this grant. Region XII has reviewed and approved four properties for income eligibility per the grant guidelines. Upon Council approval of the properties, more site-specific requirements will be reviewed. The grant allows for a minimum of five projects. A fifth project will be identified soon.

RECOMMENDATION: Council consideration and approval of the following:

1. Resolution Approving a Subrecipient Agreement with Region XII for the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002
2. Resolution Approving a Technical Services Agreement with Region XII for the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002
3. Approve the following properties for rehabilitation: 114 S. Court Street, 108 S. Carroll Street, 121 S. Court Street, and 319 E. 2nd Street

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUBRECIPIENT 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, a subrecipient 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

NOW, THEREFORE, BE IT RESOLVED that the subrecipient 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.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 25th day of November, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

CITY OF CARROLL - REGION XII COG SUBRECIPIENT AGREEMENT

for

IOWA ECONOMIC DEVELOPMENT AUTHORITY
CONTRACT #19-HSG-002

THIS CONTRACT, made and entered into by and between the City of Carroll, Iowa, (hereinafter called "the City") and Region XII Council of Governments, Inc., (hereinafter called "the Subrecipient") WITNESSETH THAT:

WHEREAS, the City has applied to the Iowa Economic Development Authority (IEDA) for Federal funds from the U.S. Department of Housing and Urban Development pursuant to the Community Development Block Grant Program, as amended and Chapter 25 of the Iowa Administrative Code to carry out performance targets as described in contract #19-HSG-002;

WHEREAS, the City has been awarded a grant from IEDA as aforesaid in the amount of $210,500 subject to the condition that the City provide a local matching contribution in the amount of $10,500 in the form of cash; and,

WHEREAS, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. Funds. The City shall provide the sum of $175,500 to the Subrecipient. All of these funds will be spent for housing rehabilitation assistance and other eligible expenses in accordance with IEDA contract #19-HSG-002. Non-cash local match incentives required per the IEDA contract will be provided or assured by the City. The Subrecipient will provide documentation of expenditures for each billing.

Section 2. Construction Contracts and Services. The Subrecipient shall, for the purpose of constructing any portion of the aforesaid proposed project, proceed to engage the services of an architect/engineer when necessary and determined to be timely in the project schedule, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Iowa and the United States and provisions in the program guidelines as adopted by the City's housing committee.

Section 3. Administration. The administration of IEDA contract #19-HSG-002 is provided under a separate contract and is not part of this agreement.

Section 4. Property Ownership. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of program beneficiaries through loan and grant agreements. The Subrecipient shall obtain appropriate mortgages.

Section 5. Proposed Project. The Subrecipient shall grant access to their building premises and their respective program records for the City and its contractors to perform such required functions consistent with the grant contract as the City shall deem appropriate.

Section 6. Excess Cost. It is agreed that if the amount of the lowest responsible bids received for construction, renovation, and equipment purchase in the aforesaid program, plus the estimated cost of professional services and a reasonable reserve for contingencies exceeds the balance of grant funds and local funds committed to as stated in Section 1 of this agreement, all bids shall be rejected and the project redesigned so as to keep the maximum cost of the project at less than the balance of grant and local funds. The Subrecipient may offer additional loans or grants from other funds to which it has access to facilitate the completion of projects when funds in Section 1 are not sufficient.

Section 7. Mutual Indemnification. The Subrecipient shall hold the City, its officers and employees, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains. The City will defend, indemnify and hold harmless the Subrecipient 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.

Section 8. Unallowable Costs. If the City determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the City. If it is the City's final determination that costs previously paid by the the City are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to the City any and all disallowed costs that the City must repay to IEDA.

Section 9. Miscellaneous. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Economic Development Authority. Such amendments include any deviation from the grantee program schedule, or other terms and conditions provided for by the IEDA contract #19-HSG-002 which is by this reference incorporated herein and made a part hereof of this agreement.

Section 10. Federal Laws. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

A. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
C. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.

D. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
   1. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
   2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
   3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
   4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
   5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom
   6. the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
   7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
   8. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.

F. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102.
G. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
H. Others as applicable.

Section 11. Effective Date. The effective date of this agreement shall be the effective date of IEDA Contact #19-HSG-002.

Section 12. Project Repayments. The Subrecipient shall make forgivable loans to program participants pursuant to the City-adopted program guidelines.

Section 13. Accountability. The City will remain the responsible entity for the Federal funds awarded to them and spent under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

Section 14. 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.

Section 15. Lobbying. 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 COG, to any person for influencing or attempting to influence and 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, 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.

C. 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 subrecipients 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.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

REGION XII COG, Inc.

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

DATE: 11-18-2019

CITY OF CARROLL

BY: _____
Eric Jensen
Mayor

DATE: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A TECHNICAL 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, a technical 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

NOW, THEREFORE, BE IT RESOLVED that the technical 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.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 25th day of November, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

Contract Number: **HF1910T**

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF CARROLL

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

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 technical services for the IEDA Housing Fund Grant Master Contract #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 work and services contained in the "Carroll Housing Technical Services Proposal" that was presented to and accepted by the City Council, and is hereby incorporated into this contract.

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 November, 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 the COG an average maximum of $4,500 per project for technical services and an average maximum of $1,000 per project for lead hazard reduction carrying costs for a minimum of five (5) completed homes (initially $22,500 and $5,000 respectively). Payment shall be due upon receipt of a billing for services rendered.

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 in the contract, 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 housing grant will be City Hall in Carroll, Iowa. The COG may retain a copy of any of the housing 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.

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 and 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.

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 subrecipients 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
Executive Director

DATE: 11·18·2014

CITY OF CARROLL

BY: _____
Eric Jensen
Mayor

DATE: _____