

**AGREEMENT BETWEEN  
CARLISLE, IOWA AND  
DES MOINES AREA MPO  
FOR  
PROFESSIONAL SERVICES**

This is AN AGREEMENT made as of the 13<sup>th</sup> Day of September, 2021 by and between Carlisle, Iowa, hereinafter called the "Grantee", and the Des Moines Area Metropolitan Planning Organization, hereinafter called the "Administrator".

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant - **funded by the Iowa Economic Development Authority's Community Development Block Grant Program**, hereinafter called the "Project". Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator intends to provide comprehensive administrative management services for the Project.

**SECTION I - TERMS AND CONDITIONS**

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs the Administrator to perform all grant administration/management and planning services associated with the Project, subject to the terms and conditions stated below.

**SECTION II- PERSONNEL**

2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

**SECTION III - SCOPE OF SERVICES**

3.1 The Administrator shall perform all mutually agreed upon and necessary services required to carry-out grant administration/management and planning as set forth in the following Scope of Services:

**3.2 General Provisions**

- 3.21 Assure understanding of terms and conditions of the Iowa Economic Development Authority Grant Agreement.
- 3.22 Identify applicable federal and state laws and regulations.
- 3.23 Assist in complying with federal and state requirements.
- 3.24 Assist in preparing documents, notices and certifications necessary to receive grant funds.

### 3.3 Environmental Review as required

- 3.31 Assist in determining the need for an Environmental Assessment.
- 3.32 Prepare an Environmental Assessment.
- 3.33 Assist and prepare other necessary applicable compliance material related to other laws and regulations i.e., historic preservation and flood plain management.
- 3.34 Prepare for publication the Finding of No Significant Impact Notice.
- 3.35 Prepare for publication a Notice of Intent for Request for Release of Funds.
- 3.36 Assist in submitting Request for Release of Funds and Certifications.
- 3.37 Prepare, maintain and update the Environmental Review Record.

### 3.4 Financial Management

- 3.41 Assist in establishing and maintaining a financial management system.
- 3.42 Assist in preparing required financial management and accounting documents.
- 3.43 Assist in assuring compliance with federal and state internal control and accountability procedures.

### 3.5 Project Files and Record Retention

- 3.51 Establish and maintain project files and record retention system.
- 3.52 Assist in assuring compliance with federal and state project file and record retention procedures.

### 3.6 Program Implementation

- 3.61 Assist in preparing proposal to obtain professional services.
- 3.62 Assist in coordinating professional and contractor activities during conduct of project.
- 3.63 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.64 Attend meetings of the Grantee governing body(ies), as needed.
- 3.65 Represent the Grantee at meetings and with other parties or interests, as required.

### 3.7 Financial Management

- 3.71 Monitor project files and associated records regularly.
- 3.72 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.73 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.74 Assist in preparing monthly expenditure reports.

### 3.8 Project Implementation and Monitoring

- 3.81 Monitor project files and associated records regularly.
- 3.82 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.83 Assist in meeting with IEDA personnel during on-site monitoring visits.

3.84 Assist in resolving monitoring findings, as needed.

### 3.9 Public Improvement Activities

- 3.91 Provide technical assistance in fulfilling federal and state requirements associated with public improvement activities.
- 3.92 Assist in monitoring professional service providers, contractors and sub-contractors for compliance with labor standards, equal opportunity provisions, and other applicable laws and regulations.

### 3.10 Program Close-Out

- 3.101 Assist in preparing and submitting a Grantee Performance Report.
- 3.102 Assist in securing the services of a qualified auditor to perform final program audit.
- 3.103 Providing information to establish compliance with applicable regulations.
- 3.104 Assist in preparing and submitting information to secure an IEDA Certificate of Completion.

### 3.11 Project Financial Management

- 3.111 Assist in determining status of all financial transactions.
- 3.112 Assist in providing information to auditor to establish compliance with financial requirements.
- 3.113 Assist in closing out all financial documents and reports.

### 3.12 Project Files and Record Retention

- 3.121 Assist in completing and compiling all file information for audit purposes.
- 3.122 Assist in closing out all project files and associated records.

## SECTION IV - BASIC SERVICE

- 4.1 The Administrator's fee for services enumerated under subsections 3.2 through 3.12 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed \$4,750.00. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.
- 4.2 In addition to payments as provided in SECTION IV paragraph 4.1. Grantee shall pay Administrator the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed \$250.00.
- 4.3 As used in this section, the terms "payroll costs" and "reimbursable expenses" will have the meaning assigned to them in paragraphs 4.5 and 4.6.
- 4.4 General - The payroll costs used as a basis for payment are indicative of the salaries and benefits paid to all personnel directly engaged in CDBG Administration activities. Statutory and customary benefits include, but are not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. Office Manager: \$67.21 and Principal Planner: \$64.28. These amounts are based on hourly payroll costs times a factor of 1.85 for all principals and employees through June 30, 2022, and shall be

thereafter adjusted to reflect actual audited expenditures.

- 4.5 Reimbursable Expenses - The expenses incurred directly or indirectly in connection with the Project for: telephone calls, fax and telegrams; transportation and subsistence; reproduction of file material; supplies; Electronic Mail (E-Mail); and similar Project-related items in connection with the Project. Such amounts will be calculated based on staff costs times a factor of 1.387.
- 4.6 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Administrator for additional services provided under Section III subsections 3.2 through 3.12 on the basis of an hourly payroll cost through December 30, 2021, and shall be thereafter adjusted to reflect actual audited expenditures.
- 4.7 Time of Performance - The services of the Administrator shall commence upon the effective date of this contract, and shall be completed by upon the expiration of the contract with the Iowa Economic Development Authority.

#### SECTION V

- 5.0 Termination of Contract for Cause - If , through any cause, the Administrator shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Administrator shall violate any of the covenants, agreement, or stipulations of this Contract, the Grantee shall there upon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination . In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the Grantee, become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Administrator shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Administrator, and the Grantee may withhold payments to the Administrator for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Administrator is determined.

- 5.1 Termination for Convenience of the Grantee - The Grantee may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Administrator. If the Administrator is terminated by the Grantee as provided herein, the Administrator will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Paragraph I hereof relative to termination shall apply.
- 5.2 Changes - The Grantee, may from time to time, request changes in the scope of services of the Administrator to be provided hereunder. Such changes, including any increase or

decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the Grantee and the Administrator, shall be incorporated in written amendments to this Contract.

- 5.3 Assignability - The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Grantee thereto; provided, however, that claims for money by the Administrator from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- 5.4 Reports and Information - The Administrator, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 5.5 Records and Audits - The Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Grantee to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Grantee or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the city.
- 5.6 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Administrator under this Contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.
- 5.7 Copyright - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.
- 5.8 Compliance with Local Laws - The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Administrator.
- 5.9 Equal Employment Opportunity - During the performance of this Contract the Administrator agrees as follows:
  - a. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color, familial status, sexual orientation or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, familial status, sexual orientation 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 Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminatory clause.

- b.** The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, familial status, sex, sexual orientation or national origin.
- c.** The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d.** The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e.** The Administrator will furnish all information and reports required by Executive Order 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 Grantee's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f.** In the event of the Administrator's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Administrator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g.** The Administrator will include the provisions of paragraphs (a) through (g) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee's Department of Housing and Community Development, the

Administrator may request the United States to enter into such litigation to protect the interests of the United States.

- 5.10 Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 5.11 Section 109 of the Housing and Community Development Act of 1974  
No person in the United States shall on the ground of race, color, national origin, or sex be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 5.12 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
- a.** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b.** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 5.13 Interest of Members of the Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance.
- 5.14 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to insure compliance.
- 5.15 Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further

covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.16 Civil Rights

- a. Title VI of the Civil rights Act of 1964
- b. Title VIII of the Civil Rights Act of 1968 [The Fair Housing Act]
- c. Iowa Civil Rights Act of 1965 (Iowa Executive Orders 34 and IA Code Chapter 19B.7).
- d. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- e. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 u.s.c. 794) .
- f. Restoration Act of 1987
- g. Section 109 of Title 1 of the Housing and Community Development Act of 1974
- h. The Fair Housing Amendment Act of 1988
- i. The Age Discrimination Act of 1975
- J. Section 504 of the Rehabilitation Act of 1973
- J. The Americans with Disabilities Act of 1990 (ADA) Executive Order 11063
- k. Executive Order 11259
- l. Section 109 of Title 1 of the Housing and Community Development Act of 1974
- m. The Equal Employment Opportunity Act
- n. The Immigration Reform and Control Act (IRCA) of 1986
- o. The Uniform Guidelines on Employee Selection Procedures Adopted by the Equal Employment Opportunity Commission in 1978
- p. Section 3 of the U. S. Housing and Urban Development Act of 1968, As Amended
- q. The Vietnam Era Veterans' Readjustment Act of 1974 [revised Jobs for Veterans Act of 2002)
- r. Executive Order 11246
- s. Architectural Barriers Act of 1968
- t. Title IX of the Education Amendments Act of 1972
- u. Executive Order 12892
- v. Executive Order 12898
- w. Executive Order 13166
- x. Executive Order 13217
- y. Federal Executive Order 11063, as amended by Executive Order 12259.
- z. Federal Executive Order 11246, as amended.
- aa. 24 CFR Part 85 (the Common Rule]



5.17 Contract in excess of \$10,000 shall contain the following provisions.

During the performance of this contract, the contractor agrees as follows:

- a.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The contractor 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, sexual orientation 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 contractor 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.
- b.** The contractor 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, creed, religion, familial status, sex, or national origin.
- c.** The contractor will send to each labor union or representative of workers with which he 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.
- d.** The contractor 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.
- e.** The contractor 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.
- f.** In the event of the contractor'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 contractor 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.
- g.** The contractor will include the provisions of Paragraphs (I) 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5.18 Miscellaneous

**a. Certification regarding government-wide restriction on lobbying.**

The Administrator certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.
11. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
111. The Recipient 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.

**b. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Administrator 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.

The effective date of this Agreement is September 13, 2021 or as established by the Iowa Economic Development Authority. Services will begin with the execution of the contract between the City of Carlisle and the Iowa Economic Development Authority. Services will conclude upon expiration of the Iowa Economic Development Authority contract.

Dated: City of Carlisle, Iowa

September 13, 2021

\_\_\_\_\_  
Drew Merrifield, Mayor

Dated: R. Todd Ashby  
September 13, Des Moines Area Metropolitan Planning Organization  
2021

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Executive Director