

RESOLUTION 2017-37

**A RESOLUTION OF THE SIOUX COUNTY, IOWA, BOARD OF SUPERVISORS
TO REQUEST THE ASSISTANCE OF THE STAFF OF THE
NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION.**

WHEREAS, Sioux County has agreed to the Intergovernmental Cooperation Agreement creating the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) and is a member in good standing; and

WHEREAS, the County wishes to engage the Planning Agency to provide certain technical and professional services in connection with...

**Administration of a Community Development Block Grant (CDBG)
to assist with the Family Crisis Centers of Northwest Iowa
Housing Shelter Remodel/Renovation Project in Sioux Center**

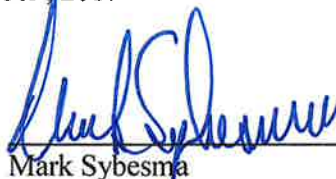
WHEREAS, the Sioux County Board of Supervisors has entered into a CDBG Subrecipient Agreement with the Family Crisis Centers of Northwest Iowa for the aforementioned CDBG funded project.

WHEREAS, Article III.E of the Intergovernmental Cooperation Agreement gives the Planning Agency the responsibilities outlined in Chapters 28H and 28I, Code of Iowa;

NOW THEREFORE BE IT RESOLVED, by the Sioux County Board of Supervisors that the Planning Agency be requested to provide staff assistance in the above mentioned project; and

BE IT FURTHER RESOLVED THAT, the Board of Supervisors understands and will comply with Policy Council guidelines regarding the assessments of costs of the Planning Agency staff assistance.

Passed, approved and adopted this 19th day of December, 2017



Mark Sybesma
Chair, Sioux County Board of Supervisors

Attest:



Ryan Dokter
Sioux County Auditor

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RYAN DOKTER
SIOUX CO AUDITOR

**AN AGREEMENT BETWEEN
THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION
AND SIOUX COUNTY, IOWA**

THIS AGREEMENT entered into this 19th day of December, 2017, by and between the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) and Sioux County, Iowa (hereinafter called the County).

WHEREAS, the County was granted a Community Development Block Grant (CDBG) funds from the Iowa Economic Development Authority (IEDA) to assist the Family Crisis Center of Northwest Iowa (hereinafter called FCC) with a housing shelter remodel/renovation project, and

WHEREAS, the County has passed and approved a resolution requesting the Planning Agency's assistance in carrying out the included Scope of Services, and

NOW THEREFORE, it is hereby agreed by the Planning Agency and the County as follows:

SECTION 1. Scope of Services

The Planning Agency shall provide and perform the necessary services required to administer the CDBG grant in accordance with the requirements set forth by the Iowa Economic Development Authority (IEDA) and carry out the local planning assistance as set forth in the Scope of Services attached as Exhibit A.

SECTION 2. Time of Performance

The services of the Planning Agency shall commence on the date approved by the County and shall be completed upon final close-out as determined by the Iowa Economic Development Authority.

SECTION 3. Method of Payment

The total maximum cost of services to the County shall be \$20,000 payable on a cost reimbursement basis for eligible costs for work activities specified in the approved work program and paid through the grant. All work will be completed on this contract at an actual cost basis incurred by the Planning Agency.

SECTION 4. Progress Report

A progress report (written or oral) shall be presented to the Board of Supervisors as requested by the same. The report shall specify that the Planning Agency has performed the work in conformance with the agreement. The progress report also shall describe the work accomplished during the period.

SECTION 5. Personnel

The Planning Agency represents that it has, or will secure, all personnel necessary in performing the services under SECTION 1. of this agreement.

SECTION 6. Property

The Planning Agency shall be free to acquire materials, supplies and/or equipment as it deems necessary in the performance of work under this agreement and as allowed under CDBG administrative guidelines.

SECTION 7. Services to be Furnished to the Planning Agency

The County and/or the CDBG project subrecipient (the FCC) shall make available to the Planning Agency any reports, data, maps or other public documents and information it possesses which are necessary in the performance of work under this Planning Agreement.

SECTION 8. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the other party all financial and administrative records with respect to all matters covered by this agreement.

SECTION 9. Access to and Maintenance of Records

The Planning Agency shall, for a period of five (5) years, beginning with the date of submission of the final expenditure report or until all audit findings are resolved, 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 County, the Department of Housing and Urban Development (HUD), the Secretary of Labor, the Iowa Economic Development Authority (IEDA), the State Auditor, the General Accounting Office and/or their authorized representatives for purposes of investigation to ascertain compliance.

SECTION 10. Federal Compliance Assurances

In connection with the carrying out of this agreement, all parties shall comply with the following laws and regulations:

- Section 3 of the Housing and Urban Development Act
 - a. The work to be performed under this contract 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). 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.
 - b. 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.
 - c. 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.
 - d. 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.

- e. 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 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.
- f. 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.
- g. 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).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents*
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income. Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Amendments and regulations issued thereto.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309)
- The Age Discrimination Act of 1975, as amended (S.C. 1601 et seq.).
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112).
- Title VIII of the Civil Rights Act of 1968, as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
- Federal Executive Orders 11246 and 11375 (*attached to this contract as Exhibit B*)
- Iowa Civil Rights Act of 1965 (Iowa Executive Order 15 and 34)
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
- All government-wide lobbying restrictions made part of this agreement by attachment (*attached to this contract as Exhibit C*).

- Title IV of the Lead Based Poisoning Prevention Act (42 U.S.C. 4831) as implemented through the regulations contained in 24 CFR, Part 35.
- Standards and Policies Relating to Energy Efficiency Pub. L. 94-163, 89 Stat. 871 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting. 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.

SECTION 11. Amendment of this Agreement

If, as the work progresses, major changes in the schedule, funding, scope or total cost of the work to be performed are necessary, the modifications shall be mutually agreed upon by both the County and the Planning Agency; and shall be incorporated into this Planning Agreement through a written amendment signed by both parties. Any amendment provisions shall be in effect as of the date of the amendment unless otherwise specified within this Planning Agreement.

SECTION 12. Termination for Cause

This Planning Agreement may be terminated, for cause, by either party upon sixty (60) days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

SECTION 13. Termination for Convenience

The performance of work under this contract may be terminated in whole, or from time to time in part, whenever the parties mutually determine that such termination of work is in the best interest of both parties. All eligible costs associated with this contract and incurred up to the effective date of the termination of work will be paid by the County as provided in SECTION 3 of this agreement. No payment will be made for work performed after the effective date of the termination of work.

APPROVED AS OF DECEMBER 19, 2017

SIGNED:

Northwest Iowa Planning
and Development Commission



NWIPDC EXECUTIVE DIRECTOR



NWIPDC FINANCE OFFICER

Sioux County, Iowa



CHAIR, BOARD OF SUPERVISORS



COUNTY AUDITOR

EXHIBIT A - PROPOSED SCOPE OF SERVICES
Community Development Block Grant (CDBG), Sioux County, Iowa

The Northwest Iowa Planning and Development Commission will assist Sioux County and the CDBG grant subrecipient (the FCC) with the administration of a federal CDBG grant that the County was awarded. The following is a basic list of services to be provided by the NWIPDC in connection with the administration of the CDBG program:

1. Program Start-up

- a. Complete and return to the Iowa Economic Development Authority (IEDA) the grantee subrecipient agreement, CDBG required policies to be adopted by the grantee, and all other applicable contract conditions as indicated in the CDBG contract.
- b. Complete project environmental review assessment and historical review; or in coordination with other state or federal agencies through a lead agency agreement.
- c. Provide the County with public hearing notices for publication of environmental assessment and release of funds notification.
- d. Assist the County in developing all requests for proposals and evaluation criteria to solicit professional services, if required.
- e. Ensure the County complies with Fair Housing and Affirmative Action requirements.

2. Program Implementation

- a. Complete all CDBG performance reports for the project.
- b. Provide monitoring assistance to ensure applicable Davis-Bacon labor/wage standards are complied with.
- c. Process any special conditions, amendments, modifications, or extensions (if required).
- d. Act as liaison between the County and the project Subrecipient, and project architects, engineers, contractors, or subcontractors pertaining to the CDBG project.
- e. Represent the interests of the County at any IEDA monitoring inspections.
- f. Provide to the project architect/engineer all CDBG attachments and regulations to be attached to all contracts associated with this project.
- g. Provide general guidance and technical assistance to the County concerning all other pertinent grant activities as outlined in the IEDA CDBG Management Guide.

3. Financial Management

- a. Assist the County in setting up a CDBG financial management system for the project.
- b. Process all CDBG requests for payment after documentation is provided.
- c. Ensure the County complies with procurement and property management standards.
- d. Ensure proper procedures are followed for grant close-out and audit.

4. Budget

- a. Work will be completed on this contract at an actual cost rate/basis.

EXHIBIT B - EXECUTIVE ORDERS 11246 AND 11375

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
2. 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, religion, sex, or national origin.
3. 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.
4. 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.
5. 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.
6. 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.
7. The contractor 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 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.

EXHIBIT C - CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

During the performance of this agreement the Planning Agency's Executive Director 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 Grantee, 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 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instructions.
3. The Grantee 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.