

CONTRACT FOR CDBG ADMINISTRATION SERVICES

This contract for technical assistance has been agreed to by and between **the City of Bloomfield, Iowa**, hereinafter referred to as the **City**, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the **RPC**.

WHEREAS, the Iowa Economic Development Authority (IEDA) has awarded Community Development Block Grant (CDBG) **No. 20-CVN-036** to the City for playground improvements in the city park; and

WHEREAS, the City wishes to contract with the RPC to provide the grant administration services necessary to administer this grant program;

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. TECHNICAL ASSISTANCE STAFF.** The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. SCOPE OF SERVICES.** The RPC shall provide the City with the following services:
 - 1. Compliance with all Federal requirements including, but not limited to: Procurement, Civil Rights and Fair Housing, Labor Standards, Contract Provisions, Project Construction Sign Requirements, Site and Easement Acquisition and Relocation Procedure, Environmental Review, and Financial Management.
 - 2. Submission of all required reports including requests for funds, Section 3, and performance reports.
 - 3. All normally conducted coordination and administration of funded activities under the CDBG program.
 - 4. This scope of services does not include specialized outside services that may be required to complete the project or meet state and federal compliance, including but not limited to accounting, archeological, engineering, and legal.
- C. ASSURANCES.** The City and RPC shall comply with the following laws and regulations:

ALL CONTRACTS

1. Access and Maintenance of Records

- a. The RPC must maintain all required records for five years after final payments are made and all other pending matters are closed.
- b. At any time during normal business hours and as frequently as is deemed necessary, the RPC 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 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.

2. Civil Rights

The RPC must comply with the following laws and regulations:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- b. Title VIII of the Civil Rights Act of 1968, as amended.
Fair Housing Act.
- c. Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing.
- d. Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- e. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- h. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. Section 3 Clause

All Section 3 covered contracts shall include the following clause, referred to as the Section 3 clause:

- 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 75, 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 75 regulations.
- c. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 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 provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- e. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- f. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- g. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- h. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.
- i. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- j. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

- k. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Certification regarding government-wide restriction on lobbying.

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

- a. 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.
- 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- c. 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."

5. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The RPC 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.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal 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.

- D. COMPENSATION.** The RPC shall provide the technical assistance described in the Scope of Services for a total contract of not to exceed Forty-Five Thousand Four Hundred dollars (\$45,400); services will be charged on an actual cost rate. The City shall reimburse the RPC no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
- E. CONTRACT DURATION.** This contract shall be in effect from April 15, 2022, through the end of the project as determined by the Iowa Economic Development Authority.
- F. TERMINATION OR ABANDONMENT OF PROJECT.** The City and/or the RPC shall have the right to terminate this contract upon sixty (60) days written notice. Upon cancellation, the City will be responsible only for those costs incurred by the RPC to the date of termination.
- G. INDEMNIFICATION.** The City shall hold the RPC, its officers, employees, affiliates and subcontractors, 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.

Agreed to this _____ day of _____, 2022

CITY OF BLOOMFIELD, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By: _____
Chris Miller, Mayor

By: _____
Michael Hadley, Chairperson

Attest: _____
Tammy Roberts, Community Dev. Director