

RESOLUTION NO. 2024-100

**A RESOLUTION APPROVING GRANT ADMINISTRATION
AGREEMENT WITH SIMMERING-CORY FOR THE 125 W.
BROADWAY UPPER STORY PROJECT**

WHEREAS, the City of Eagle Grove has been awarded a grant from the Iowa Economic Development Authority under the Iowa Community Development Block Grant program for the 125 W. Broadway Upper Story Project, and;

WHEREAS, the City has an immediate need to conduct a project to develop additional affordable housing within the community, and;

WHEREAS, the City Council has a need to have a professional grant administrator administer the grant per the Iowa Economic Development Authority Guidelines;


WHEREAS, the City has previously procured for grant administration services following 2 CFR 200.319 and has selected the firm of Simmering-Cory to assist the City with this grant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA:

SECTION 1. The City Council approves the contract with the Simmering-Cory for grant administration services on IEDA project number 24-HSGU-004 in the amount of \$20,000.00 for the 125 W. Broadway Upper Story Project.


SECTION 2. The Mayor is authorized to sign the contract with the Simmering-Cory.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST 2024.



Michael Boyd, Mayor

ATTEST:



Bryce Davis, City Administrator

AGREEMENT FOR GRANT ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this 19th day of August, 2024, by and between the City of Eagle Grove, hereinafter called the OWNER, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the OWNER intends to construct improvements as part of a Project which is identified as follows and out lined in more detail in a CDBG Application that was submitted and approved the Iowa Economic Development Authority (IEDA)

PROJECT TITLE: 125 W. Broadway Upper Story Conversion Project
IEDA PROJECT NO.: 24-HSGU-004

The above noted project shall hereinafter be referred to as PROJECT in this agreement; and

WHEREAS, the OWNER has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the Iowa Nonentitlement Community Development Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER is required by IEDA to utilize a certified grant administrator (CGA) for administration of a CDBG award; and,

WHEREAS, LGPS employs certified grant administrators who will administer the CITY's PROJECT and ensure compliance with State and federal regulations; and,

WHEREAS, the OWNER desires to employ LGPS to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements. If an Archeological Phase 1 Site Survey or an Iowa Site File Search is required, the City will contract directly for those services at their expense. Costs for these services may be eligible for reimbursement through grant funds.
- Will provide the necessary publications and forms required for Release of Funds. The cost of publications will be an additional expense outside the cost of the contract for grant administration services and paid directly by the City.
- Required resolutions for procurement and code of conduct.

- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract, but not including the audit report. Any required audit report will be the sole responsibility of the CITY.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.
- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Assistance with compliance with Fair Housing (any costs related to the publication or distribution of federal notices is outside the cost of the grant administration contract and the responsibility of the City), Equal Opportunity, Excessive Force, RARA, and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition. Services related to negotiation, appraisal, review appraisal, and legal services are not included and will be procured from other vendors with the cost of such services the responsibility of the CITY.
- Review of contracts and specs to ensure necessary federal and State regulations are included.
- Requisition of grant funds and requisition of SRF loan funds (if the City is using SRF funding).
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- We will provide the public notice and hearing announcements for mid-project updates as required by IEDA. Any costs related to the publication of the notice is outside of this grant administration contract and the responsibility of the City.
- We will work with the City and their selected engineer on development of the bid package and compliance with federal bid laws. The cost of any required publications is the responsibility of the City and not a part of this grant administration agreement.
- Any additional administrative function as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council actions required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The OWNER shall compensate LGPS for services outlined under ARTICLE II in an amount not to exceed \$20,000.00.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. Initial Payment – 8% (\$2,000) at the time of Release of Funds.
- B. Progress Payments – \$2,000 every three (3) months after the Release of Funds.
- C. Final Payment – Balance of contract upon project completion.

ARTICLE IV. EARLY PROJECT TERMINATION. Should the PROJECT not be completed or terminated prior to completion that would result in the OWNER withdrawing the PROJECT from the CDBG Program or terminating the IEDA Grant Agreement before the project is complete the OWNER agrees that LGPS shall be compensated for services provided even if such compensation is not eligible for reimbursement from IEDA in the following amounts:

- A. Termination prior to any attempt to bid the project and prior to construction shall result in the OWNER paying LGPS for 40% of the total value of this agreement.
- B. Termination after any attempt to bid the project but prior to the start of construction (defined as the acceptance and award of a contract for construction) shall result in the OWNER paying LGPS for 60% of the total value of this agreement.

This article shall also apply to projects that are terminated by IEDA for non-compliance or lack of timely achievements on the part of the OWNER.

This article shall not apply if the reason for grant termination is due to an error or omission on the part of LGPS, in which case there shall be no guaranteed payment due to LGPS.

ARTICLE V. STATE AND FEDERAL COMPLIANCE LANGUAGE. As a part of this agreement all parties agree to comply with a set of federal and State of Iowa regulations that are specific to the requirements of HUD and IEDA for the successful implementation of this project. These regulations are commonly referred to as the “Federal Contract Language” and are hereby attached and included in this agreement as Appendix A to the extent that they apply to the services provided under this agreement.

ARTICLE VI. AMENDMENTS. This agreement may be amended by mutual agreement of both parties in the future as needed to update federal language, clarify existing language, or to add or removal services.

ARTICLE VII. TERMINATION. This agreement may be terminated by either party upon providing a minimum of seven (7) days written notice to the other party. For official communication between the parties written notice shall be provided to the other party at the following addresses”

CITY
City of Eagle Grove
PO Box 165
Eagle Grove, Iowa 50533

LGPS
Local Government Professional Services
PO Box 244
Storm Lake, Iowa 50588

Notice shall be considered provided upon receipt of the notice by the other party.

City of Eagle Grove


By:  _____

Date: August 19, 2024

Attest:

By: 

Local Government Professional Services, Inc.
DBA: Simmering-Cory

By: 

Date: August 13, 2024

APPENDIX A FEDERAL CONTRACT LANGUAGE

The proposed project is funded in part by federal dollars under a HUD Community Development Block Grant. As such all contractors, subcontractors, and project consultants shall comply with the following federal guidelines and provisions.

ACCESS AND MAINTENANCE OF RECORDS.

The contractor must maintain records, including supporting documentation, for three years from the closeout of the grant to the State of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor 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.

CIVIL RIGHTS

The contractor must comply with the following laws and regulations:

1. 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.
2. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
3. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing.
4. Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
5. Section 109 of Title 1 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 1 of the Act.
6. 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.
7. 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.

8. 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.
9. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)(Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

TERMINATION CLAUSE.

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

1. Under what conditions the clause may be imposed.
2. The form the termination notice must take (e.g., certified letter).
3. The time frame required between the notice of termination and its effective date.
4. The method used to compute the final payment(s) to the contractor.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

“The Recipient 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.
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 Recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Federal Lobbying” in accordance with its instruction.
3. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.”

LEAD-SAFE HOUSING REGULATIONS (As Applicable).

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule.

RECYCLED MATERIALS.

The contractor agrees to comply with all the requirements of the Code of Iowa Chapter 8A.315-317 and Iowa Administrative Code Chapter 11-117.6(5) – Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

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 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1965 (AS AMENDED).

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.

SECTION 3 BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS PROPOSAL.
A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons.
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers,* or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD.
2. The worker is employed by a Section 3 business concern: or
3. The worker is a Youth Build participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://hudapps.hud.gov/OpportunityPortal/>

FEDERAL EXECUTIVE ORDERS 11246 and 11375. (All Contracts in Excess of \$10,000.00)

Provides that no one be discriminated in employment.

“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 involved as provided 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.

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.

ENERGY EFFICIENCY.

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. Pub. L 94-163, 89 Stat. 871.

ALL CONTRACTS IN EXCESS OF \$100,000.

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

1. Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
2. Section 508 of the Clean Water Act [33 U.S.C. 1368].
3. Executive Order 11738.
4. EPA Regulations – 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the contractor agrees as follows:

1. The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
2. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. The Contractor agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
4. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and

require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONTRACTS IN EXCESS OF \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

1. Davis-Bacon and Related Acts.
2. Contract Work Hours and Safety Standard Act.
3. Copeland Anti-Kickback Act.

BUILD AMERICA, BUY AMERICA

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.