

**CONTRACT FOR SERVICES BETWEEN  
THE CITY OF OELWEIN, IOWA AND  
UPPER EXPLORERLAND REGIONAL PLANNING COMMISSION**

THIS CONTRACT, entered into by and between the Upper Explorerland Regional Planning Commission (hereinafter called the Planning Agency) and approved by the City of Oelwein, Iowa, requesting the Planning Agency's assistance in administering the City of Oelwein's Revolving Loan Fund.

TERMS. This Contract carries the following terms:

**SECTION 1. Scope of Services**

The Planning Agency shall provide and perform the necessary services required to carry out the Contract as set out in the Scope of Services attached.

**SECTION 2. Time of Performance**

The services of the Planning Agency shall commence on January 1, 2020 and continue through December 31, 2021. At which time both parties may renew the contract.

**SECTION 3. Method of Payment**

Payment shall be due upon receipt of a monthly bill for actual work performed and mileage incurred. The payment shall be based on Planning Agency's cost allocation plan established by the Upper Explorerland Regional Planning Commission's Board. Total payment shall not exceed \$10,000 in each year. The UERPC technical assistance rate for a RLF Loan Administrator is \$57 per hour, this rate may fluctuate up or down depending upon which staff member assists with this contract. Mileage reimbursement is \$0.43/mile. The mileage rate may fluctuate up or down depending upon the mileage rate authorized by Upper Explorerland Regional Planning Commission.

**SECTION 4. Personnel**

The Planning Agency represents that it has, or will acquire, all personnel necessary in performing the services under this Contract.

**SECTION 5. Property**

The Planning Agency shall be free to acquire or use its own existing property, real or personal, as it deems necessary in the performance of work under this agreement.

**SECTION 6. Services to be Furnished to the Planning Agency**

All reports, data, maps or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

**SECTION 7. Records Available**

At any time during normal business hours and as frequently as is deemed necessary, each party shall make available to the other party and to the USDA – Rural Development office, for their examination, all of its records pertaining to all matters covered by this contract and permit USDA 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. All records will be maintained for five years following close out.

### **SECTION 8. Civil Rights**

In connection with carrying out this agreement, the City of Oelwein, Iowa and the Upper Explorerland Regional Planning Commission agree to comply with the following acts:

- **Title VI of the Civil Rights Act of 1964** (P.L. 88-352)
- **Iowa Civil Rights Act of 1965** (Iowa Executive Orders 15 and 34)
- **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 (42 U.S.C. 1601 et seq.)
- **Section 504 of the Rehabilitation Act of 1973**, as amended (P.L. 93-112, 29 U.S.C. 794)
- **Americans with Disabilities Act** (P.L. 101-336, 42 U.S.C. 12101-12213)
- **Section 3 of the Housing and Urban Development Act of 1968**, as amended (12 U.S.C. 1701u)
- **Title VIII of the Civil Rights Act of 1968**, as amended
- **Federal Executive Order 11063**, as amended by **Executive Order 12259**

### **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."

#### **SECTION 9. Restriction on Lobbying**

We certify, to the best of our knowledge and belief, that:

- a. 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 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 the Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLI, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- c. 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.

#### **SECTION 10. Termination**

Either party may terminate this agreement in whole or part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be affected unless the other party is given: 1) not less than thirty (30) calendar days written

January 2020 – December 2021

notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) and opportunity for consultation with the terminating party before termination.

PASSED and APPROVED

Upper Explorerland Regional Planning Commission

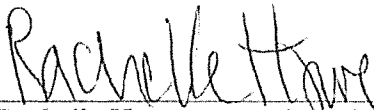
City of Oelwein, Iowa

1-16-2020

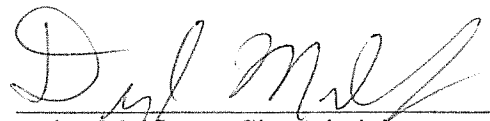
January 28, 2020

Date

Date



Rachelle Howe, Executive Director



Dylan Mulfinger, City Administrator

**Scope of Services for the City of Oelwein Revolving Loan Fund  
Upper Explorerland Regional Planning Commission – Administrative Agent**

City's portion:	\$ 375,000
USDA portion:	\$1,500,000
Total:	\$1,875,000

**UERPC Scope of Services:**

**Primary contact for businesses applying for funds.** Work with applicants to meet IRP lending criteria: business plan, projections, financial statements, equity criteria, security criteria, credit checks, and character. *Staff: UERPC Executive Director, UERPC Program Manager, & UERPC Financial Officer.*

Package information and send to each board member prior to loan meeting. Present application to IRP lending board. *Staff: UERPC Program Manager.*

**Prepare closing documents, along with attorney as necessary.** Be present at closing for closing exchange including check and collecting necessary closing documents. *Staff: UERPC Program Manager*

**Loan Servicing:** Payments should be strongly encouraged to be made by Electronic Payment. UERPC will track monthly payments, past dues, and payments in-full. *Staff: UERPC Financial Officer.*

**Annual visits:** Loan recipients will be visited annually and must provide annual financial statements. *Staff: UERPC Program Manager*

**Financial Reporting:** Preparation of quarterly USDA-RD reports as required under the program guidelines with correspondence and financial information provided to City of Oelwein on a quarterly or as requested basis. *Staff: UERPC Financial Officer & UERPC Program Manager*

**Not included in Scope of Services:**

**Past Due Collections:** Upper Explorerland will notify the Oelwein IRP Board when payments are past due. The board will be responsible for determining action steps including legal action.