

**RESOLUTION 2020-34**

**A RESOLUTION OF CITY OF HAWARDEN  
TO REQUEST THE ASSISTANCE OF THE NORTHWEST  
IOWA PLANNING AND DEVELOPMENT COMMISSION**

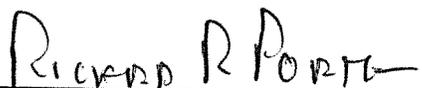
WHEREAS, the City of Hawarden wishes to engage the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) to provide certain technical and professional services in connection with...

**COMPLETING AN ENVIRONMENTAL ASSESSMENT FOR HAWARDEN PROPOSED  
DOWNTOWN REVITALIZATION PROJECT**

NOW THEREFORE BE IT RESOLVED, by the Hawarden City Council, that the Planning Agency be requested to provide staff assistance in the above-mentioned project; and

THAT IT IS FURTHER RESOLVED that the City of Hawarden understands and will comply with the fees for Planning Agency staff assistance.

Passed, approved and adopted this 22<sup>nd</sup> day of July 2020

  
\_\_\_\_\_  
Ricard Porter, Mayor

Attest:

  
\_\_\_\_\_  
Michael DeBruin, City Administrator

**A PLANNING AGREEMENT BETWEEN  
NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION  
AND CITY OF HAWARDEN, IOWA**

THIS PLANNING AGREEMENT entered into this 22<sup>nd</sup> day of July 2020, by and between the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) and the City of Hawarden (hereinafter called the City). The City is applying for federal CDBG grant funds for a downtown revitalization project. The Iowa Economic Development Authority's CDBG program requires a completed environmental assessment for the project be submitted prior to or with the CDBG application for the City's water system project. The City has passed and approved a RESOLUTION requesting the Planning Agency's assistance in carrying out the included Scope of Services, and it is hereby agreed by the City as follows:

**SECTION 1. Scope of Services**

The Planning Agency shall perform the necessary services required to carry out the following:

**Complete an Environmental Assessment for the City of Hawarden for the proposed downtown revitalization project.**

The Environmental Assessment will be submitted to the Iowa Economic Development Authority (IEDA) in conjunction with the Hawarden CDBG application for this project. The Environmental Assessment will be completed in accordance with 24 CFR Part 58. This contract does not cover any additional professional services as may later be deemed necessary to complete the Environmental Assessment (i.e. archaeological or historical preservation; floodplain, wetlands or endangered species mitigation; surveying). This contract will not cover the cost and time necessary for an Environmental Impact Statement if deemed necessary.

**SECTION 2. Time of Performance**

The services of the Planning Agency shall commence on or about the signing of this Agreement and shall be completed upon submission of the Environmental Assessment to the Iowa Economic Development Authority in conjunction with the proposed CDBG application. The estimated timeframe for completion of the project activities will be:

**Hawarden Environmental Assessment: est. 30 days**

**SECTION 3. Method of Payment**

The cost of services to the City shall be \$3,000 for work activities specified in the approved work program. The City agrees to pay compensation as invoiced.

**Hawarden Environmental Assessment: \$3,000.00**

**SECTION 4. Progress Report**

A progress report (written or oral) may be presented to the City or other project representatives 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. Services to be furnished to the Planning Agency

The City shall make available to the Planning Agency the ability to meet with staff, the project engineer (if necessary), city staff (if necessary), or other consultants for an adequate number of meetings to accomplish the tasks identified in this Planning Agreement. Additionally, the City shall be willing to provide any reports, data, maps, GIS data, or documents and information which are necessary in the performance of work under this Agreement.

#### SECTION 7. 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 Planning Agreement.

#### SECTION 8. 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 City and the Planning Agency and shall be incorporated into this 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 the agreement.

#### SECTION 9. Termination or Cancellation of Contracted Activities

The termination or cancellation of contracted planning activities may be initiated by either party through written notice providing explanation for the cancellation of such planning activities. Such cancellation notice shall be provided to the party being served at least 30 days prior to the effective date of the termination of services. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract.

#### SECTION 10. Federal Compliance Assurances

In carrying out 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).
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Amendments and regulations 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.
  - 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.
  - 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.

APPROVED AS OF JULY 22, 2020

SIGNED:

Northwest Iowa Planning  
and Development Commission

City of Hawarden

\_\_\_\_\_  
NWIPDC EXECUTIVE DIRECTOR

Richard R. Porter  
MAYOR

\_\_\_\_\_  
NWIPDC FINANCE OFFICER

Michael DeBruin  
CITY CLERK

## **EXHIBIT A - SCOPE OF SERVICES**

### **ENVIRONMENTAL ASSESSMENT FOR CITY OF HAWARDEN DOWNTOWN REVITALIZATION PROJECT**

The Northwest Iowa Planning and Development Commission will assist the City of Hawarden with completing an Environmental Assessment as required by the Iowa Economic Development Authority (IEDA) for the proposed CDBG grant. This Environmental Assessment is required by IEDA for the CDBG application and proposed project. The following is a basic list of services to be provided by the NWIPDC in connection with this project.

#### **I. Implementation**

- A. Complete an Environmental Assessment in accordance with 24 CFR Part 58 for the proposed community facility project to be submitted in conjunction with a CDBG application for the proposed project.
- B. Act as liaison and correspond on behalf of the City of Hawarden with IEDA and other government agencies on matters pertaining to the completion of the Environmental Assessment. However, there may be instances where the Mayor or other city staff representing the City of Hawarden, in their official capacity of representing the City, may be required to correspond with government agencies or the public.
- C. Represent the interests of the City of Hawarden for purposes of preparing the CDBG grant application.
- D. Provide the City of Hawarden with one (1) copy of the completed Environmental Assessment for their records.
- E. Submit the completed Environmental Assessment to the Iowa Economic Development Authority.

#### **II. Budget**

- A. If required, the cost of services for an archaeologist or architectural historian is not included in this contract's budget.
- B. If required, the cost of endangered or threatened species mitigation, floodplain or wetlands mitigation, or other type of mitigation is not included in this contract's budget.
- C. If it is determined an Environmental Impact Statement is required to be performed in accordance with subpart E of 24CFR Part 58, then these costs are not included in this contract's budget.