

**Des Moines Area Metropolitan Planning Organization  
Central Iowa Housing Trust Fund  
Agreement to Provide Administrative Services**

**WHEREAS**, the Des Moines Area MPO (hereinafter "MPO") and the Central Iowa Housing Trust Fund (hereinafter "CIHTF") each have the goal of funding affordable housing development, preservation, and programs in their respective jurisdictions, and;

**WHEREAS**, the MPO has had extensive experience in administering state and federal funding in the State of Iowa including over \$18 million annually through the Iowa DOT Surface Transportation Block Grant and Surface Transportation Block Grant Set-Aside Programs, and;

**WHEREAS**, it would benefit both the MPO and CIHTF in their goals of funding affordable housing development, preservation and programs for CIHTF to utilize MPO's experience to provide administrative services to CIHTF.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

**I. Purpose**

The purpose of this Agreement is to establish scope, terms and conditions for the provision of administrative services by the MPO to CIHTF.

**II. Duration**

1. This Agreement shall become effective on the date indicated in the last paragraph hereof.
2. This Agreement shall remain in force until revoked or a new one is signed.

**III. Services and Responsibilities**

The scope of services provided by the MPO to the CIHTF shall be as follows:

1. Administrative
  - Create and maintain program management/organizational systems (electronic and paper)
2. Governance
  - Facilitate 4 CIHTF Board meetings annually or as needed (to be held in the MPO Office), including preparation of meeting agenda and supporting information
  - Facilitate CIHTF Executive Committee meetings (telephonically or in person) as needed including preparation of meeting agenda and supporting information
  - Prepare CIHTF organizational Policies and Procedures for IRS form 990 compliance

3. Program Support
  - Prepare applications for CIHTF funding
  - Prepare summary of the applications for funding received, determine their eligibility and alignment with CIHTF Board's guidelines and make recommendation to the Board for funding
4. IFA Compliance
  - Prepare for annual CIHTF Board meeting and ensure all IFA requirements are met
  - Prepare all necessary documentation and submit Iowa Finance Authority (IFA) grant application annually, including updates to Housing Assistance Plan
  - Prepare and submit all necessary documentation and reports to the Iowa Finance Authority, as required for receipt of the State Housing Trust Fund grants
  - Verify and submit applications for reimbursement from IFA
  - Advise and meet with IFA staff, as requested on behalf of the State Housing Trust Fund
  - Monitor all CIHTF grantees as required by CIHTF Board and IFA
5. Financial
  - Review all organization financial statements for accuracy
  - Develop annual budget and report variances in budgeted and actual expenditures to the CIHTF Board regularly
  - Prepare all funding request for proposal (RFP) for third party services (as needed) and responsibility for compensating payment
  - Review RFP responses and recommend selection of vendors to Board (as needed)
  - Manage annual audit and preparation of IRS form 990
6. MPO will be responsible to pay directly the following expenses:
  - Cost of third party book keeping services
  - Cost of preparation of annual audit
  - Cost of preparation of CIHTF's IRS form 990 based on information provided by CIHTF
7. The following expenses will be covered by the MPO:
  - Mileage
  - Copy and Printing costs
8. The CIHTF Board shall be responsible for the following:
  - Make the managerial decisions necessary to accomplish the purposes of this Agreement
  - Establish policies pertaining to the operation procedures of the Program envisioned by this Agreement
  - Be the final decision making entity in any appeals made by applicants for award of CIHTF dollars
  - Provide guidance and direction for the programming of CIHTF dollars
9. Additional work as needed or required by the CIHTF Board
  - It is recognized that additional tasks may be completed that extend beyond the administration of IFA awards

- Such work will not always be consistent and can change depending upon needs and the nature of the project(s)
- Any such work will commence upon the request of the CIHTF Board and approval of the MPO Executive Director who will determine if there is staff time available

#### **IV. Financial Agreement**

For the above-described services in administrating the CIHTF in items 1 – 8 shall pay the MPO the following not to exceed amounts.

State FY 2020 Award ((Est.) \$71,387)	25% of IFA Grant Award
State FY 2021 Award ((Est.) \$71,387)	25% of IFA Grant Award
State FY 2022 Award and beyond ((Est.) \$28,554)	10% of IFA Grant Award

The MPO shall invoice CIHTF as needed and as allowed by IFA. The MPO may also hold all invoicing until the end of the award for administration purposes and as needed. Invoices shall be payable within thirty (30) days of funding availability.

For the above-described services in item 9, the CIHTF Board will determine funding levels for needed services and upon agreement with the MPO Executive Director, direct staff to complete work items. If there are contracts with other agencies involved, the CIHTF Board and MPO Executive Director will agree upon work items, financial payment, and other items as needed before final execution of said contract.

#### **V. Cancellation of the Agreement**

This Agreement may be cancelled by either party with a ninety (90) day written notice from one party to the other at the addresses shown at the end of this Agreement. In case of cancellation, payment shall be pro-rated to the date of contract termination with the adjusted Agreement balance to be payable within 30 days of Agreement termination. New, additional, or further obligations under this Agreement will not be incurred or undertaken by either party after such a notice is given.

#### **VI. Indemnification**

Each party agrees to indemnify and to hold the other party, its elected officers, officials, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party.

## **VII. Applicable Law and Miscellaneous**

Iowa law will apply to the interpretation and enforcement of this Agreement. Time is of the essence of this Agreement. If any provision of this Agreement is deemed to be void or unenforceable due to its scope or breadth, a court of competent jurisdiction in Polk County Iowa will be empowered to reform that provision to a scope and breadth that will most nearly achieve the original intentions of the parties. The court may use parol or extrinsic evidence to determine that original intent. Each party represents to the other that required authorization exists for its execution of this Agreement, and each is bound hereby. This Agreement is personal to the respective parties and is therefore not assignable by either without the prior approval of the other. CIHTF Board meetings and records relating to this Agreement will be subject to the Iowa Open Meetings and Public Records laws of the State of Iowa.

## **VIII. Amendments**

Amendments to the agreement may be made by mutual agreement of the parties in writing subject to approval by the governing body of each of the parties.

## **IX.**

IN WITNESS WHEREOF, both the MPO and the CIHTF have caused this Agreement to be executed in two counterparts, each of which shall be considered an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### **The Des Moines Area MPO**

420 Watson Powell Jr. Way Suite 200  
Des Moines, Iowa 50309

By \_\_\_\_\_  
R. Todd Ashby, Executive Director

### **Central Iowa Housing Trust Fund**

By \_\_\_\_\_  
Deven Markley, CIHTF Board Chairperson  
420 Watson Powell Jr. Way Suite 200  
Des Moines, Iowa 50309