

**CONTRACT BY AND BETWEEN
CITY OF INDIANOLA, IOWA
And
WARREN COUNTY, IOWA
RE: SUBAWARD AGREEMENT**

THIS SUBAWARD AGREEMENT is made and entered into by and between Warren County, Iowa, the Pass-Through Entity, (“PTE”) and the City of Indianola, Iowa, (“Subrecipient”) (collectively “Parties”) as of the last date of signature and shall continue through December 31, 2026 (the “Performance Period”).

WITNESSETH:

WHEREAS, the County has received funds from the United States Department of the Treasury (“Treasury”) pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“SLFRF”); and

WHEREAS, Warren County Board of Supervisors (the “Board”) allocated more than \$9.9 million of Coronavirus Local Fiscal Recovery Funds for a variety of projects, both internal and external, to be administered by the PTE; and

WHEREAS, expenditures of ARPA funds must be for projects eligible under the US Treasury Guidance Final Rule Department of Treasury “Coronavirus State and Local Fiscal Recovery Funds,” 31 CFR Part 35 RIN 1505-AC77; and

WHEREAS, pursuant to the Board’s commitment to use ARPA funds to support public health response, replace public sector revenue loss, support development of water and sewer infrastructure, promote equity-focused services, and address negative economic impacts; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the City of Indianola, Iowa, has presented a need for funding for development of a certified site in the Indianola city limits; and,

WHEREAS, the immediate and long-term effects on Warren County will be addressing the construction of water and sewer infrastructure that will lead to business development in a certified site, including location of new businesses in the County; and

WHEREAS, the Board of Supervisors of Warren County chooses to award \$371,287.00 to the City of Indianola, Iowa, for construction of water and sewer infrastructure to and in a certified site to be developed by the City of Indianola and occupied by businesses that will contribute to the County’s tax base.

NOW, THEREFORE, be it agreed between the Parties as follows:

1. Award. The Warren County Board of Supervisors hereby awards \$371,287.00 to the City of Indianola, Iowa, for construction of water and sewer infrastructure for a new certified site in Indianola, Warren County, Iowa.
2. Water and Sewer Infrastructure. This project addresses the development of a certified site for businesses that will locate in or relocate to the certified site within the city limits of Indianola, north of State Hwy 92 and east of 15th Street.
3. Subrecipient Requirements. Subrecipients will complete and return the Document Packet prior to receiving the Award from the PTE (Warren County, Iowa).

Document Packets should be returned to:

Warren County Budget Director or via email: meghanm@warrencountyia.org
301 N. Buxton, Suite 202
Indianola, Iowa 50125

You may contact Dawn Bowman for assistance, at 515-961-1148 or dbowman@warrencountyia.org.

- a. **Subrecipient Form**: Complete the form. If the County has questions regarding the Subrecipient's responses on the form, the Subrecipient will answer the County's questions about the responses.
- b. Review **Attachment 1: Federal Award Terms and Conditions**.
- c. Fill out **Attachment 2: Pass-Through Entity (PTE) and Subrecipient Contacts**.
- d. Fill out **Attachment 3: Subrecipient Highest Compensated Executives**.
- e. Review **Attachment 4A: Subrecipient Reporting Requirements**.
- f. Review **Attachment 4B: ARPA Grant Quarterly/Final Report from Subrecipient**. You or your organization must complete quarterly reports beginning the first calendar quarter (January-March, April-June, July-September, October-December) after you receive the awarded grant.
- g. Fill out **Attachment 5: Statement of Work and Project Budget**.
- h. This Contract (Subaward Agreement).
- i. Return the Document Package (filled out and/or signed) to the County. Your Document Package must include:
 - i. Subrecipient Form.
 - ii. Signed Attachments 2, 3, and 5.

- iii. The signed contract.
4. Project Completion. When your project is complete, you will need to fill out the following attachments and return to the County:
 - a. **Attachment 4B: ARPA Grant Quarterly/Final Report from Subrecipient**. A sample report is attached. You may create your own form so long as you include the amount of the award, the expenditures (including dates, amounts, and original receipts), and your project completion date.
 - b. **Attachment 6: Summary of Completed Project**.
 - c. Photos of the completed project.
 - d. Any and all additional information requested by the County.
5. All Attachments are incorporated and made part of this Agreement.

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

1. Activities. The Subrecipient will be responsible for using the funding in a manner consistent with the Uniform Grant Guidance and the Final American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds and in accordance with program regulations now in effect and as may be amended from time to time as a condition of providing advance payment of these funds to the City of Indianola, Warren County, Iowa.
2. Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective of responding addressing negative economic impacts by supporting small businesses with support services, creating an online welcome center, and conducting business community outreach between local businesses and local residents.
3. Project Budget. The PTE agrees, subject to the Terms and Conditions of this Agreement, to provide payment to the Subrecipient for completed work not to exceed \$371,287.00.
4. Period of Performance. The Subrecipient shall complete the project between the date of receiving the award, and prior to December 31, 2024. The Subrecipient shall contact the PTE if it is unable to complete the project by December 31, 2024. In the unlikely event that the project cannot be completed by December 31, 2024, the PTE may grant a limited extension. Granted extensions shall be in writing and executed by both parties.
5. Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

6. Audit Requirements. All governmental and non-profit grant recipients that are required to comply with the Single Audit Act Amends of 1996, Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the PTE Order are included in the audit report. A governmental or non-profit Subrecipient shall submit audit reports to the PTE within 180 days of the close of the entity's fiscal year, unless waived by the PTE.
 - a. The Subrecipient shall submit an agreed upon procedures audit upon request from the PTE. This audit will consist of procedures and questions requested by the PTE and will expand beyond the scope of that provided for under the Iowa State Single Audit Guideline requirements.
 - b. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this award. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.
7. Recordkeeping, Examination of Records and Facilities. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the PTE, its designees, or the Federal Government, at any time during normal business hours, as often as the PTE or Federal Government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data.
8. On-Site Monitoring. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE, or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain Federally funded grant activities.
 - a. Review may include but is not limited to agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs, such as timesheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.
9. Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of

all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

10. Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.
11. Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project up to the Subaward amount. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.
12. Suspension. For cause, and 30-day notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.
13. Termination and Cancellation. The Subrecipient understands and agrees that the PTE may at a later time determine that a Subrecipient is not in compliance with the PTE Order or the terms of this Agreement. In such case, the PTE may terminate the Subaward. Upon termination, the Subrecipient must return all Subaward funds previously disbursed. If the Subrecipient wishes to cancel the Project, the Subrecipient may submit a written request to the PTE requesting that the PTE approve the termination of the Subaward. If the PTE grants the request, the Subrecipient must return all Subaward funds previously.
14. Waiver. Failure or delay on the part of either party to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.
15. Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.
 - a. The Subrecipient shall notify the PTE of any proposed significant changes to the Statement of Work or Project Budget as soon as possible and may only make such significant changes if the PTE signs an amendment authorizing and memorializing the significant change. Significant changes include:
 - i. Any change in the list of expenses, as described in the Project Budget.
 - ii. Any change in the Project or activities, as described in the Statement of Work.
 - b. Extensions of the performance period will be at the PTE's sole discretion.
16. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the

special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

17. Certification Regarding Lobbying (2 CFR 200.450). By signing this Agreement, the Subrecipient certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 in accordance with 2 CFR 200.450.
 - a. 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 Congress, or an employee of a Member of Congress in connection this Federal contract, grant loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.
 - b. 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 31 U.S.C. 1352. 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.
18. Debarment, Suspension, and Other Responsibility Matters (2 CFR 180 and 31 CFR 19). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.
 - a. Except with respect to sexual orientation, the Subrecipient shall take affirmative action to ensure equal employment opportunities. The Subrecipient shall post to conspicuous places, available for employees and applicants for employment, notices required by law.
 - b. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Subrecipient. An exemption occurs from this requirement if the Subrecipient has a workforce of less than fifty (50). Within fifteen (15) working days after this Agreement is executed, the Subrecipient shall submit the Affirmative Action Plan/exemption statement to the Public Service PTE unless compliance eligibility is current. No extensions of this deadline shall be granted.

19. Federal Funding Accountability and Transparency Act (“FFATA”). This Subaward requires the Subrecipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Subrecipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Subrecipient provides information to the State as required.

- a. The Subrecipient will obtain a Data Universal Numbering System (“DUNS”) number upon signing this grant agreement and maintain its DUNS number for the term of this Subaward. More information about obtaining a DUNS number can be found at <http://fedgov.dnb.com/webform/>.
- b. The Subrecipient’s failure to comply with the requirements in the special terms and conditions is a material breach of this Subaward for which PTE may terminate this Agreement for cause or withhold funds. The PTE will not be obligated to pay any outstanding invoice received from the Subrecipient unless and until the Subrecipient is in full compliance with the above requirements.

Entered into on this _____ day of _____, 2022.

City of Indianola, Warren County, Iowa

By: _____
Signature
Stephanie Erickson, Mayor

Print Name
110 North 1st Street

Address
Indianola, Iowa 50125

City, State Zip
515-962-5300

Phone Number
serickson@indianolaiowa.gov

Email

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public,
personally appeared Mayor Stephanie Erickson, to me known to be the person named in
and who executed the foregoing instrument, and acknowledged that he/she/they executed the
same as his/her/their voluntary act and deed.

Notary Public ~ State of Iowa

WARREN COUNTY

By: _____
Aaron DeKock, Chairman
Board of Supervisors

This Agreement was approved by the Warren County Board of Supervisors on the
_____ day of _____, 2022.

Traci VanderLinden, Warren County Auditor