

**Des Moines Area MPO
Story County Housing Trust
Agreement to Provide Administrative Services**

WHEREAS, the Des Moines Area MPO (hereinafter "MPO") and the Story County Housing Trust (hereinafter "SCHT") each have the goal of funding affordable housing development, preservation and programs in their respective counties, and;

WHEREAS, the MPO has experience in administering a Local Housing Trust Fund in the State of Iowa funded through the Iowa Finance Authority's State Housing Trust Fund program, and;

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

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 SCHT.

II. Duration

1. This Agreement shall become effective on January 1, 2022.
2. This Agreement shall remain in force from that approval until cancelled by either party as described in this agreement.

III. Services and Responsibilities

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

1. Administrative
 - Create and maintain program management/organizational systems (electronic and paper)
2. Governance
 - Facilitate a minimum of 8 Board meetings annually (to be held in Story County), including preparation of meeting agenda and supporting information
 - Facilitate additional subcommittee meetings as deemed necessary by the SCHT Board, including preparation of meeting agenda and supporting information
 - Prepare SCHT organizational Policies and Procedures for 990 compliance
3. Program Support
 - Prepare applications for SCHT funding
 - Prepare summary of the applications for funding received, determine their eligibility and alignment with Board's guidelines and make recommendation to the Board for funding

4. IFA Compliance
 - Prepare for annual 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 Funds grants
 - Verify and submit applications for reimbursement from IFA
 - Advise and meet with IFA staff, as requested on behalf of the trust fund
 - Monitor all SCHAT grantees as required by 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 Board regularly
 - Prepare all funding request for proposal (RFP) for third party services
 - Review RFP responses and recommend selection of vendors to Board
 - Manage annual audit and preparation of 990 (note: actual audit cost responsibility of SCHAT)
 - Provide bookkeeping services through QuickBooks or similar software

6. SCHAT will be responsible to pay directly the following expenses:
 - Cost of preparation of annual audit
 - Cost of preparation of IRS 990

7. SCHAT will be responsible to reimburse the MPO for the following expenses:
 - None

8. The SCHAT Board shall be responsible for the following:
 - Make the managerial decisions necessary to accomplish the purposes of this Contract
 - Establish policies pertaining to the operation procedures of the Program
 - Be the final decision making entity in any appeals made by applicants for award of SCHAT dollars
 - Provide guidance and direction for the programing of SCHAT dollars

IV. Financial Agreement

For the above-described services in administrating the SCHAT the SCHAT shall pay MPO the following not to exceed amounts.

State FY 2022 Award ((Est.) \$27,082)	10% of IFA Grant Award
State FY 2023 Award ((Est.) \$27,082)	10% of IFA Grant Award
State FY 2024 Award and beyond ((Est.) \$27,082)	10% of IFA Grant Award

The MPO shall invoice SCHAT when appropriate and fits within SCHAT's needs.

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 month of contract termination with the adjusted contract balance to be payable within 30 days of contract termination.

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. 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.

IN WITNESS THEREOF, both the MPO and the SCHAT have caused this Agreement to be executed in two counterparts, each of which shall be considered an original, this _____ day of _____, 2022.

The Des Moines Area MPO

420 Watson Powell Jr. Way
Des Moines, Iowa 50309

By _____
Todd Ashby, Executive Director

Story County Housing Trust

By _____
Amber Corrieri, Chairperson