

ADMINISTRATIVE SERVICES AGREEMENT

Between the City of Foley and Tri-County Action Program, Inc.

THIS AGREEMENT, made and entered into by and between the City of Foley, Minnesota (hereafter referred to as the “City”), and Tri-County Action Program, Inc. (hereinafter referred to as “Tri-Cap”):

WITNESSETH:

WHEREAS, the City has received program income from the Small Cities Development Program grant by the Minnesota Department of Employment and Economic Development to undertake commercial, rental and owner-occupied residential housing rehabilitation projects within the City of Foley; and

WHEREAS, the City desires that Tri-Cap act as the Service Administrator for the City for the commercial, rental and owner-occupied residential housing rehabilitation projects, and Tri-Cap represents that it is duly qualified and willing to perform said services as set forth herein:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties here to as follows:

I. Term of Contract

The term of this contract is approximately two years, and shall remain in effect until June 30, 2018. If all project activities are completed or funds are depleted prior to June 30, 2018, the agreement may terminate upon completion of all project activities.

II. Duties of Tri-Cap

As the Service Administrator, Tri-Cap agrees to perform all tasks enumerated below in a manner which will meet or exceed the terms and conditions specified in the Minnesota Department of Employment and Economic Development Grant Agreement. Tri-Cap shall provide services to include:

- Rehab project staffing
- Compliance with all applicable regulations, such as: Fair Housing, Equal Opportunity, Affirmative Action, Citizen Participation, Historic Properties Clearance
- Commercial labor standards (Davis Bacon requirements)
- Project implementation, including eligibility determination, applicant selection, file documentation, property inspection, work write-ups, project close out, repayment agreements
- Contracting procedures, including bid specifications, lien waivers, sworn construction statements, completion certificates, contractor payment requests.

III. Financial Record Keeping and Control

Tri-Cap shall keep complete and maintain accurate records of all project claims and disbursements in accordance with program regulations. Tri-Cap will submit disbursement requests to the City of Foley.

IV. Miscellaneous

A. Independent Contractor Status. For the purposes of this contract, Tri-Cap shall be deemed an independent contractor, not an employee of the City. Any and all employees of Tri-Cap or other persons while engaged in the performance of any work or services required by Tri-Cap under this agreement, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees of other persons as a consequence of any act or omission on the part of said employees or Tri-Cap shall in no way be the obligation or responsibility of the City.

- B. Indemnity.** It is further agreed that Tri-Cap shall defend and save the City harmless from any claims, demands, actions, or causes or action arising out of any act or omission on the part of Tri-Cap, its agents, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by Tri-Cap under the terms of this agreement.
- C. Amendments:** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- D. Laws.** In performing the provisions of the Agreement, Tri-Cap agrees to comply with all federal, state, and local laws, and all applicable rules, regulations or standards which are now or hereafter promulgated. If at any time notice of non-compliance is received by Tri-Cap, it agrees to take any necessary action to comply with the grant agreement or the state or federal law in question.
- E. Cancellation.** The City may terminate this contract if Tri-Cap fails to perform any of the provisions thereof. Such termination shall occur 30 days after the receipt by Tri-Cap of non-performance of the provisions of this Agreement.

Tri-Cap may terminate this contract by a Thirty (30) day written notice to the City of Foley.

Written notice shall be mailed to the other party at the following addresses:

City of Foley
P.O. Box 709
Foley, MN 56329

Tri-County Action Program, Inc
P.O. Box 683
Waite Park, MN 56301

- F. Severability Clause.** Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this Agreement shall remain in full force and effect.

V. Budget

Budget amounts will be as according to the Department of Employment and Economic Development contract as follows:

Program Income will be approved by the City on a project basis.

Tri-CAP administration costs will be paid on a reimbursement basis at a maximum cost of \$2,000 per project.

NOTICE TO CONTRACTOR (Tri-Cap): You are required by Minnesota Statutes, Section 270.66 to provide your social security number or Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Federal Employer I.D. 0

IN WITNESS WHEREOF, the parties have executed this Agreement this _____, in the City of Foley, County of Benton, Minnesota.

City of Foley

Tri-County Action Program, Inc.

By: _____
Title: Mayor

By: _____
Title: Executive Director

Approved as to Form and Execution

By: _____
Title: City Administrator