

CONTRACT FOR SERVICES WITH THE
EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION

THIS CONTRACT is entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and the City of Dyersville, Iowa, (hereinafter called the Grantee) for the purpose of carrying out the Scope of Services and Terms in any Attachments as described below.

SECTION 1. SCOPE OF SERVICES

ECIA shall provide and perform the necessary administrative services required to acquire one (1) residential property including relocation assistance to property owners as described in Grant Agreement No. HMGP DR 4612-IA-0002 between City of Dyersville and the Iowa Homeland Security and Emergency Management Division (hereinafter called IHSEMD). See Attachment A- Detailed Scope of Services. Any changes in the scope of work must be mutually agreed upon by ECIA and the City of Dyersville and be in the form of written amendment.

SECTION 2. TIME OF PERFORMANCE

The services of ECIA shall commence upon grant contract execution and be completed by 4/09/24 unless the terms are altered through mutual agreement of IHSEMD, ECIA, and the City of Dyersville.

SECTION 3. METHOD OF PAYMENT

Payment shall be due upon receipt of a monthly bill for services. The payment shall be based on the actual costs incurred by the agency in administering the contract, including labor and overhead, in accordance with OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (otherwise known as "Uniform Guidance"). Total payment shall not exceed \$8,652.00 for administration costs.

SECTION 4. PERSONNEL

ECIA represents that it has, or will acquire, all personnel necessary to perform the services under this Contract.

SECTION 5. PROPERTY

ECIA shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

SECTION 6. TERMINATION BY GRANTEE

6.1 The grantee may, by thirty days written notice to ECIA, terminate this contract in whole or in part at any time, either for the grantee's convenience or because of the failure of ECIA to fulfill its obligations under the contract. Upon receipt of such notice, ECIA shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise), and
2. Deliver to the grantee all data, drawings, specifications, as may have been accumulated by ECIA in performing this contract, whether completed or in process.

6.2 If the termination is for convenience of the grantee, ECIA shall be entitled to compensation determined in accordance with 3 of this contract.

SECTION 7. TERMINATION BY ECIA

ECIA may terminate this contract by thirty days written notice to the grantee for grantee failure to comply with the laws, rules, or regulations of the Iowa Emergency Management Division in carrying out the Contract. The notice shall stipulate the laws, rules, or regulations, which have been violated, and the date ECIA advised the grantee of said violation.

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS

ECIA shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. ECIA shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. A breach of this provision shall be considered a material breach of this contract.

SECTION 9. ACCESS TO RECORDS

ECIA shall permit City of Dyersville, IHSEMD, FEMA or its agents to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, reports, papers and records of ECIA relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement.

SECTION 10. RECORDS RETENTION

All records of Grantee relating to this Agreement shall be retained for a period of five (5) years following the date of final payment or completion of any required audit, whichever is later.

SECTION 11. OTHER REQUIREMENTS

In connection with the carrying out of this agreement, ECIA agrees to comply with any and all rules and regulations of the IHSEMD concerning third party contracts.

PASSED AND APPROVED:

Grantee: City of Dyersville

East Central Intergovernmental Association

Date

Date

Jeff Jacque, Mayor

Chairperson or Executive Director

Attest:

Attest:

ATTACHMENT A
DETAILED SCOPE OF WORK

ECIA will provide, perform or complete the following for the Grantee for HMGP related property acquisition:

- Create Administrative Plan
- Conduct an Initial Property Owner Acquisition Program Informational Meeting
- Develop and Maintain Grant Project File
- Develop and Maintain Individual Property Files
- Request Preliminary Duplication of Benefits Check
- Meet individually with Property Owners
- Retain an Attorney and Abstractor Following the County's Procurement Policy
- Request Final DOB
- Present Purchase Offer to Property Owner
- Have Attorney & Abstractor Prepare Appropriate Paperwork
- Schedule Closing
- Conduct Closing

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(h) and (i).

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 5 days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Convenience. Applicant may choose to terminate this Agreement at any time by delivering to Contractor a notice of termination. Delivery may be by letter, email or fax and is effective upon issuance.

C. Termination for Cause. Applicant may choose to terminate this Agreement at any time by delivering to Contractor 5 days' advance written notice of intent to terminate.

D. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

E. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all Contracts and subcontracts for construction or repair)

F. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A- 7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding)

G. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

H. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

I. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

J. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

K. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

L. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995].

M. APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

N. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

O. (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

P. (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Q. (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

R. (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. ***Davis-Bacon Act is not applicable to Disaster grant funding***

S. (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

U. (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

V. (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

W. (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

X. (J) See §200.322 Procurement of recovered materials.

Y. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014