

CONTRACT FOR SERVICES WITH EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved RESOLUTION OF DUBUQUE, IOWA, (hereinafter called City), authorizing ECIA's assistance in carrying out this Contract and attached Scope of Services, and approved by ECIA on January 18, 2017.

TERMS. This Contract carries the following terms.

SECTION 1. Scope of Services

ECIA shall provide and perform the necessary services required to carry out grant administration for the 2016 Iowa Economic Development Authority Community Development Block Grant National Disaster Resiliency Grant #13-NDRI-011 as set out in the Scope of Services attached.

SECTION 2. Time of Performance

The services of ECIA shall commence on date of State of Iowa grant approval, and shall be completed upon receipt of final Certificate of Completion from the State of Iowa.

Commencement and completion of services as identified herein is subject to the State of Iowa being timely provided grant approval, for said contract. The parties also acknowledge that ECIA's time of performance and Scope of services as identified herein, may be contingent upon the actions and/or requirements of other parties. ECIA shall not be responsible for a delay in services when said services are contingent upon the completion or performance of services by third parties.

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, all according to OMB Circular A122. Total payment shall not exceed \$108,335.80.

SECTION 4. Personnel

The 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. Access to Records

ECIA, the City, the State of Iowa, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records which are directly pertinent to this specific contract, for the purpose of making audit, examinations, excerpts, and transcriptions.

ECIA and the City shall maintain all required records for five years after complete grant closeout and all other pending matters are closed.

SECTION 7. Civil Rights Provisions

7.1 DISCRIMINATION IN EMPLOYMENT. The City shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex,

national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The City may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The City agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the City shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11-121.

7.2 CONSIDERATION FOR EMPLOYMENT. ECIA shall, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

7.3 SOLICITATION AND ADVERTISEMENT. ECIA shall list all suitable employment openings in the State Employment Service local offices.

7.4 CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. ECIA shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (P.L. 88-42 352, 42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (P.L. 93-112, 29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). ECIA will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

7.5 Program Nondiscrimination - ECIA shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, 29 U.S.C. Section 794) shall also apply to any such program or Project.

7.6 Fair Housing - ECIA shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The City shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

7.7 SECTION 3 COMPLIANCE. ECIA shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3 Clause). The purpose of Section 3 Clause is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 Clause, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3 Clause. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. ECIA agrees to send to each labor organization or representative of workers with which ECIA has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of ECIA's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 Clause preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. ECIA agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. ECIA will not subcontract with any subcontractor where ECIA has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. ECIA will certify that any vacant employment positions, including training positions, that are filled (1) after ECIA is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24

CFR part 135 require employment opportunities to be directed, were not filled to circumvent ECIA's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 Clause covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 Clause and Section 7(b) agree to comply with Section 3 Clause to the maximum extent feasible, but not in derogation of compliance with section 7(b).

7.8 NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of ECIA's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

7.9 INCLUSION IN SUBCONTRACTS. ECIA will include the provisions of the preceding paragraphs of Section 7 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. ECIA will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the City becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the City may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

SECTION 8. Termination by City

8.1 The City may, by thirty (30) days written notice to ECIA, terminate this contract in whole or in part at any time:

- a) For the City's convenience,
- b) For the failure of ECIA to fulfill its obligations under the contract, or
- c) As the funding source for the contract ceases to exist.

Upon receipt of such notice, ECIA shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, as may have been accumulated by the ECIA in performing this contract, whether completed or in process.

8.2 Notwithstanding the above, ECIA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by ECIA. The City may withhold any and all payments to ECIA for the purpose of setoff until such time as the exact amount of damages due the City from ECIA is determined.

8.3 If the termination is for convenience of the City, or because the funding source for the contract ceases to exist, ECIA shall be entitled to compensation for work done through the date of termination.

SECTION 9. Indemnification/Hold Harmless

ECIA agrees to indemnify and hold harmless City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of ECIA, ECIA's subcontractor or anyone whose acts ECIA or ECIA's subcontractor may be liable.

City agrees to indemnify and hold harmless ECIA from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, City's subcontractor or anyone whose acts City or City's subcontractor may be liable.

SECTION 10. Termination by ECIA

ECIA may terminate this contract by thirty (30) days written notice to the City for either ECIA's convenience or because of the City failure to comply with the laws, rules, or regulations of the U.S. Department of Housing and Urban Development in carrying out the Community Development Block Grant Program. The notice shall stipulate the laws, rules, or regulations that have been violated, and date ECIA advised the City of said violation.

City will be required to pay ECIA for work done through the date of termination.

SECTION 11. Certification Regarding Government-Wide Restriction on Lobbying.

ECIA certifies, to the best of its knowledge and belief, that:

11.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.2 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 any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

11.3 ECIA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11.4 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 section 1352, title 31, U.S. Code. 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 for each such failure.

SECTION 12. Political Activity

No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract or its Funding Agreements, shall be in any way or to any extent, engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

SECTION 13. Other Requirements

In connection with the carrying out of this agreement, ECIA agrees to comply with any and all rules and regulations of the Iowa Economic Development Authority and the Department of Housing and Urban Development concerning third party contracts.

In connection with the carrying out of this agreement, ECIA and City acknowledge that there may be third party contracts which apply to said project. Should there be third party contracts which apply to this contract for services ECIA shall be performing, City agrees to provide ECIA with notice of said third party contracts and copies thereof, within five (5) days of this agreement, or City's receipt thereof. Failure to do so shall void any requirement(s) by ECIA to comply with any rules and regulations of third parties pertaining to this project.

SECTION 14. Lead Safe Housing Regulations

In connection with the carrying out of this agreement, ECIA agrees to comply with the U.S. Department of Housing and Urban Development Lead Safe Housing Regulations – 24 CFR Part 35, et. al. "Requirement for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance: Final Rule."

SECTION 15. All Contracts in Excess of \$100,000

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations – 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) ECIA will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

- (2) ECIA agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) ECIA agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) ECIA agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions. Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

PASSED AND APPROVED:

City of Dubuque

Date: January 17, 2017

Kevin J. Lynch, Mayor Pro-Tem

Attest: Kevin S. Firnstahl, City Clerk

East Central Intergovernmental Association

Date: January 18, 2017

Chairperson or Executive Director

Attest:

Attachment A

SCOPE OF SERVICES

The East Central Intergovernmental Association (ECIA) shall assist in compliance with requirements set forth by the Iowa Economic Development Authority (IEDA); maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including, but not limited to the following activities:

I. General Activities

A. Grant Notification

1. Be responsible for knowing and complying with IEDA regulations in the writing of the Program Schedule and any other submission to IEDA before contract signing.
2. Assist in setting up a model for the Program Schedule assuring compliance time and monetary limitations of grant contract.
3. Meet with City to review and assure understanding of terms and conditions of the contract with IEDA.

B. Environmental Review

1. Complete and document Environmental Review Record.
2. Assist in publishing Notice of Finding of No Significant Effect.
3. Assist in publishing Notice of Intent to Request a Release of Funds.
4. Assist in submitting Certification of Environmental Review and Request for Release of Funds.

C. Program Set-Up

1. Assist in selection of engineer for program by proposal method.
2. Meet with engineers to explain and coordinate scheduling of grant activities requiring engineering.
3. Maintain and promote performance standards in minority participation, services to low/moderate incomes, etc. that will help the City secure future grants.
4. Assure environmental compliance for all phases of grant.
5. Set up filing system for grant records.
6. Provide Davis-Bacon compliance services.
 - A. Attend pre-bid meetings.
 - B. Obtain Wage Decisions.
 - C. Review project specification books for compliance.
 - D. Obtain contractor clearances
 - E. Attend pre-construction meetings
 - F. Review payroll reports for compliance

D. Possible Program Amendment

1. Identify problem with City.
2. Gather information
3. Write amendment - prepare for City approval
4. Conference with IEDA
5. Approval and implementation

- E. Record Keeping
 - 1. Assist in setting up books for grant funds.
 - 2. Assist in setting up filing system for program information maintenance.
 - 3. Regularly monitor records
 - 4. Assist in executing contract budget amendments.
 - 5. Review project draws for CDBG compliance
 - 6. Submit project draws and reporting documents in iowagrants.
 - 7. Monitor and report Section 3 for CDBG compliance
 - 8. Assist in meeting with IEDA officials during site visits.
 - 9. Prepare and present project summary for City 's public hearing on status of funded activities.

- F. Program Close-Out
 - 1. Assist auditor by providing available information for financial and compliance audit.
 - 2. Provide assistance to City in answering audit findings, if any.
 - 3. Assist City in providing proof of expenditure of unaudited funds, if any.
 - 4. Assist in preparation of closeout report.

The outline is generally specific, but some areas may have more detailed requirements implied, but not listed. The City may request assistance from ECIA that is not specifically designated.