

RESOLUTION NO. 2017-12

A RESOLUTION OF THE LYON COUNTY BOARD OF SUPERVISORS TO REQUEST THE ASSISTANCE OF THE STAFF OF THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION.

WHEREAS, Lyon County has agreed to the Intergovernmental Cooperation Agreement creating the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) and is a member in good standing; and

WHEREAS, the County wishes to engage the Planning Agency to provide certain technical and professional services in connection with **Development of a Multi-Jurisdictional Hazard Mitigation Plan.**

WHEREAS, Article III.E of the Intergovernmental Cooperation Agreement gives the Planning Agency the responsibilities outlined in Chapters 28H and 28I, Code of Iowa;

NOW THEREFORE, it is hereby resolved by the Lyon County Board of Supervisors that the Planning Agency be requested to provide staff assistance in the above-mentioned project; and

THAT, the Board of Supervisors understands and will comply with Policy Council guidelines regarding the assessments of costs of the Planning Agency staff assistance.

Passed, approved, and adopted this 10<sup>th</sup> day of April, 2017

\_\_\_\_\_  
Chairperson, Lyon County Board of Supervisors

Attest:

\_\_\_\_\_  
Lyon County Auditor

AN AGREEMENT BETWEEN  
THE NORTHWEST IOWA PLANNING AND DEVELOPMENT COMMISSION  
AND LYON COUNTY, IOWA

THIS AGREEMENT entered into this 10<sup>th</sup> day of April, 2017, by and between the Northwest Iowa Planning and Development Commission (hereinafter called the Planning Agency) and Lyon County, Iowa (hereinafter called the County).

WHEREAS the County has been awarded grant funds from the Federal Emergency Management Agency (FEMA) for 69.23% or \$22,500 and

WHEREAS, the County will be responsible for 30.77% or \$10,000 local cash match, and

WHEREAS the County has passed and approved a RESOLUTION requesting the Planning Agency's assistance in carrying out the included "Scope of Services", and

NOW THEREFORE, it is hereby agreed by the Planning Agency and the County as follows:

SECTION 1. Scope of Services

The Planning Agency shall provide and perform the necessary services required for assembling and preparing of a Countywide Multi-Jurisdictional Hazard Mitigation Plan (hereinafter referred to as the "Plan") in accordance with the requirements set forth by the Iowa Homeland Security and Emergency Management Department (HSEMD) and Federal Emergency Management Agency (FEMA). The Planning Agency will prepare and submit quarterly progress reports and will assist in the preparation of pay request to be submitted to HLSEM.

SECTION 2. Time of Performance

The services of the Planning Agency shall commence on May 1, 2017, or at such a time after May 1, 2017 which is mutually convenient for the County and the Planning Commission to commence starting the Plan, and shall be completed upon approval of Plan by FEMA and copies of plan furnished to the County.

SECTION 3. Method of Payment

The total maximum cost of services to the County shall be \$32,500 payable as follows: the County agrees to provide compensation as invoiced by the Planning Agency for eligible costs for work activities specified in the approved work program. The County will then be reimbursed from Iowa Homeland Security Emergency Management for such costs.

SECTION 4. Personnel

The Planning Agency represents that it has, or will secure, all personnel necessary in performing the services under SECTION 1 of this agreement.

SECTION 5. Property

The Planning Agency shall be free to acquire equipment and supplies, as it deems necessary, in the performance of work under this agreement.

SECTION 6. Services to be Furnished to the Planning Agency

The County shall make available to the Planning Agency as many meetings, and any reports, data, maps, including digital GIS data, or other public documents and information it possesses which are necessary in the performance of work under this agreement.

It is the responsibility of the County to establish a Multi-Jurisdictional Hazard Mitigation Committee comprised of representatives of each participating City and the County itself. The Committee composition shall also include, but not be limited to representation from the following agencies and/or organizations: School Districts (public and private), County and Local Law Enforcement agencies, Colleges and/or universities, Fire Departments, Hospital(s), historical organizations, and the general public.

The County's Emergency Management Coordinator, or another Board of Supervisors authorized person will be the primary point of contact between the County and the Planning Agency.

SECTION 7. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the other party all financial and administrative records with respect to all matters covered by this agreement.

SECTION 8. Number of Reports Furnished to County at End of Project

The Planning Agency shall provide fifteen (15) copies of the completed plan once the plan has been approved by FEMA and one (1) copy of the plan on a CD saved as PDF.

SECTION 9. Amendment of this Agreement

If, as the work progresses, major changes in the schedule, funding, scope or total cost of the work to be performed are necessary, the modifications shall be mutually agreed upon by both the County and the Planning Agency and shall be incorporated into this Agreement through a written amendment signed by both parties. These amendment provisions shall be in effect as of the date of the amendment unless otherwise specified within the agreement.

SECTION 10. Equal Opportunity in Employment

In connection with the carrying out of this agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 213) and Amendments and regulations issued thereto.

### SECTION 11. Termination for Cause

This agreement may be terminated, for cause, by either party upon sixty (60) days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### SECTION 12. Termination for Convenience

The performance of work under this contract may be terminated by either party in accordance with this clause in whole, or from time to time in part, whenever the determination is made that such determination is in the best interest of both parties. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract.

### SECTION 13. Contract Provisions for Non-Federal Entity Contracts under Federal Awards

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.

(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.

(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 effected and the basis for settlement.

(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."

(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.

(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.

(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.

(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).

(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.

(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.

(J) See §200.322 Procurement of recovered materials.

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

APPROVED AS OF \_\_\_\_\_, 2017

SIGNED:

Northwest Iowa Planning  
and Development Commission

Lyon County, Iowa

\_\_\_\_\_  
NWIPDC Director

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Randy Bosch, Chairperson  
Lyon County Board of Supervisors

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NWIPDC Finance Officer

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Jen Smit, Lyon County Auditor