

INTERGOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environment and Energy
and the
Village of Alvo
for Public Water System Security Enhancements
NDEE Reference Number: 2022-124873602

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the Village of Alvo (hereinafter "Sponsor").

WHEREAS, the Sponsor agrees to utilize funds which have been made available to the NDEE from Region VII Office of the U.S. Environmental Protection Agency (hereinafter "EPA") through the Federal Safe Drinking Water Act section 1452(k) as amended in 1996 (CFDA #66.468), administered by Nebraska's Drinking Water State Revolving Fund; and

WHEREAS, funds are being awarded to units and subunits of government, educational institutions, and non-profit organizations to carry out projects that will protect the state's drinking water sources through conservation, education, and contamination prevention; and

NOW, THEREFORE, the parties do hereby agree to the terms and requirements of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement shall be effective on the last signature date set forth in § VI and will remain in effect until all identified tasks are completed for the Project, unless terminated under § IV(c)(xiv) of this Intergovernmental Agreement, but will not remain in effect past September 30, 2023, unless extended by amendment.

II. WORK DESCRIPTION

The Project shall complete objectives and work items as described in Attachment A. Attachment A is hereby incorporated into this document in its entirety.

III. FINANCIAL REQUIREMENTS

- a. The NDEE shall pay the Sponsor up to a total amount of ninety percent (90%) of the total project costs, not to exceed nine thousand dollars and no cents (\$9,000.00) in grant funds for the activities in Attachment A and listed herein unless adjusted by amendment per § IV(c)(i); and
- b. The Sponsor must contribute at least ten percent (10%) of the total project costs in nonfederal match as cash for the activities in Attachment A.
- c. **Statement of Costs**
 - i. The Sponsor will submit a single request for payment and provide properly documented statement of costs for which reimbursement is sought *and* nonfederal match as claimed pursuant to the terms of this Agreement.
- d. **Disbursements**
 - i. The request for reimbursement of costs incurred by the Sponsor shall be reviewed by the NDEE for eligibility.
 - ii. No expenses incurred outside the terms of this Agreement are reimbursable unless amended per § IV(c)(i) of this agreement.

- iii. The total amount of payment by the NDEE under this Agreement, shall not exceed ninety percent (90%) of the total project cost not to exceed the amount in § III(a).
- iv. Reimbursement will be paid when the Sponsor completes all requirements of § IV(a)(i-iii), and NDEE has inspected the completed project as per § IV(c)(viii).

IV. REQUIREMENTS

a. Program Requirements

- i. The Sponsor agrees to:
 - 1. Complete the public water system water security project as listed in Attachment A within the effective period of this agreement, as set forth in § I.
 - 2. Notify the NDEE Project Manager by phone or email that the project identified in Attachment A has been completed and is ready for an inspection within the effective period of this agreement as, set forth in § I.
 - 3. Provide a copy of the billing invoice(s) and a copy of the bank statement(s), cancelled check(s), or other applicable documentation, as proof of payment for the project identified in Attachment A, to the NDEE Project Manager, within 45 days following the end of the effective period of this agreement, as set forth in § I.
- ii. Have a current and approved public water system Emergency Response Plan.
- iii. Provide evidence to the NDEE Project Manager that the water system operator, or other individual associated with operation or management of the public water system, has obtained certification in Federal Emergency Management Agency Incident Command (Courses ICS 100, 200 and 700), by the end of the effective period of this agreement, as set forth in § I.
- iv. Comply with the Davis-Bacon Act of 1931, Pub. L. 71-798, as amended.
- v. Comply with 2 CFR 200.216 which prohibits the purchase of certain telecommunication and video surveillance services or equipment.

b. Federal Requirements

- i. **General Terms and Conditions** The recipient agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year (Grant Conditions) can be found at: <https://www.epa.gov/grants/policy-regulations-and-guidance-epa-grants>
- ii. **Federal Tax Liability** With signature on this Agreement, the sponsor certifies that they: (1) are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests.
- iii. **Subaward Policy** If there will be contractual services provided in association with this contract for \$3,000 or more, the Sponsor is required to get three written bids. If there will be contractual services provided in association with this contract exceeding \$150,000, the Sponsor is required to conduct a sealed bid Request for Proposals. In determining whether a noncompetitive proposal can be used by the Sponsor for any subcontractor, as provided in 2 CFR 200.320, NDEE provides the following example as guidance: a community's listing of the Nebraska Directory of Municipal Officials (published by the League of Nebraska Municipalities) documenting the same engineer of record for the past

- three (3) years, or in a case of relying on a circuit rider for professional services, that it can be shown the community has been a member for that same year (3) year time period.
- iv. **Civil Rights Statutes and EPA Regulations** This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. The assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
- v. **Disadvantaged Business Enterprises** (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), including Historically Black Colleges and Universities (hereinafter "DBE"). The Sponsor shall take affirmative steps to assure that small, minority, and women's businesses pursuant to 40 CFR 31.33 and small businesses rural areas pursuant to 13 CFR 121 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:
1. Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
 2. Assuring that disadvantaged business enterprises, historically black colleges and universities are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourages participation by disadvantaged business enterprises;
 5. Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the U. S. Department of Commerce; and requiring the prime contractor to take the affirmative steps listed above.
- c. **State Requirements**
- i. **Amendments** This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the EPA or NDEE.
- ii. **Forfeiture, Repayment, and Delays in Disbursement of Funds** Violation of any of the requirements of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the Attachment A, including any amendments thereto which have been properly approved, may result in the forfeiture of any funds not disbursed.
1. The NDEE retains the right to hold and delay any and all funds if a potential violation or noncompliance has occurred and is being investigated. Funds can be withheld until the potential violation or noncompliance has been resolved.
 2. In addition, the NDEE may recover from the Sponsor any costs which result from violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the Attachment A including any amendments thereto which have been properly approved.
- iii. **Remedies Not Exclusive** The use by either the Sponsor or the NDEE of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.
- iv. **Assignment** No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved

by the NDEE and made subject to such reasonable terms and conditions as the NDEE may impose.

- v. **Purchasing of Equipment** All equipment purchased with grant funds must be approved in advance by the NDEE. Any such purchased equipment shall be retained by the NDEE upon completion of the project; however,
1. The Sponsor may retain the equipment as long as the following conditions are met:
 - a. The equipment is being used for the initial intended purpose(s) as stated in Attachment A; and
 - b. The equipment is not being offered for resale.
 2. If the conditions listed in § IV(c)(v)(a) are not met, the NDEE shall retain the equipment.
- vi. **Waiver of Rights** The Sponsor or the NDEE may from time to time waive any of their rights under this Agreement; however, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.
- vii. **Applicable Rules and Regulations** Both parties shall abide by all applicable rules and regulations of the NDEE including any that may be adopted subsequent to the effective date of this Agreement except those that would invalidate or be inconsistent with the provisions of this Agreement.
- viii. **Inspections** NDEE shall, no later than 30 days from notification of project completion to the Project Manager, inspect the installation of materials/equipment to ensure completion of approved project before payment will be issued.
- ix. **Inspection of Books, Records, and Reports** The duly authorized representative of either party shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. A single audit is required if \$750,000 or more in total federal funds is expended in their fiscal year. Verification of completion of the single audit report shall be sent to the NDEE.
- x. **Independent Contractor** The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents, and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act, or be deemed the NDEE's agent, representative, or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations, and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and other laws, regulations, and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4, which are hereby incorporated by reference into this Agreement.
- xi. **Nondiscrimination** The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall

I. PROJECT MANAGERS

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEE

Andy Kahle
Section Supervisor
PO Box 98922
Lincoln NE 68509-8922
402-471-0521
andy.kahle@nebraska.gov

Sponsor

Mike Adair
Regional Mgr. - PeopleService Inc.
135 Main St.
Alvo, NE 68304
402-677-3781
villageofalvo@outlook.com

VI. SIGNATORIES TO THIS INTER-GOVERNMENTAL AGREEMENT

NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY

SPONSOR

By: Kevin Stoner

By: Chris Juilfs

Title: Deputy Director

Title: Chairperson

DocuSigned by:
Kevin Stoner
Signature 3B468375A42C4C0...

DocuSigned by:
Chris Juilfs
Signature 94EAF4C363F1473...

Date: 10/20/2022

Date: 11/2/2022

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