

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF ASBURY
AND
THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

This Agreement (“Agreement”), by and between the East Central Intergovernmental Association (“ECIA”) and the City of Asbury (“the City”) is requesting the City’s assistance and technical services in connection with SMART Grant - Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS Area is entered into on the [REDACTED] day of [REDACTED], 2024.

SECTION 1. Scope of Services

The City will provide and perform the necessary services set forth in the Scope of Services (Attachment A) and perform professional work as part of the SMART Grant - Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS Area. If the scope of services exceeds those services listed in Attachment A for any reason, ECIA and the City (collectively the “Parties”) will amend the Scope of Services in a manner that is mutually agreed upon by the Parties. The City staff assigned to this Agreement agree to meet with ECIA as needed throughout the Agreement term to review progress and performance on the activities listed in the Scope of Services (Attachment A).

SECTION 2. Time of Performance

The City will commence performance under this Agreement upon execution by the Parties beginning August 2024 through February 2026. The time required for performance is anticipated to be 18 months from the date of execution of this Agreement. The Agreement can be extended upon mutual Agreement by both parties.

SECTION 3. Method of Payment and Hours Worked

City staff will perform tasks as requested by ECIA and will invoice the Agreement for services as performed using the rates and hours outlined in the Scope of Services (Attachment A). The City will invoice up to \$12,500 under this Agreement. The Agreement may be amended as needed in the event services provided exceed the agreement limit amount as set above. The City will invoice ECIA on the last business day of each month, beginning the month the Agreement is executed for services rendered during that calendar month. Payment is due upon receipt of each invoice. The number of hours per month is expected to fluctuate depending on the number of project activities requested by ECIA.

SECTION 4. Personnel

The City represents that it currently employs, or will acquire additional personnel as needed for the timely and successful performance of this Agreement. All personnel, whether existing or newly acquired, are required to be City employees. Nothing contained

in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of employment or fiduciary relationship between the Parties.

SECTION 5. Property

The City is responsible for acquiring or using existing property, real or personal, as it deems necessary in performing work under this Agreement.

SECTION 6. Termination by ECIA

6.1. ECIA may, by thirty (30) days written notice to the City, terminate this Agreement in whole or in part at any time:

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

Upon receipt of such notice, the City will (1) immediately discontinue all affected services (unless the notice directs otherwise) and (2) deliver to ECIA all data, files, and any other materials related to the project and the City's performance of this Agreement within thirty (30) calendar days of receiving the termination notice.

6.2. If ECIA elects to terminate this Agreement for convenience, The City will be paid the amount due and owing up to and including the date work was discontinued. If the date of termination does not fall on the last business day of a month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

6.3. If ECIA elects to terminate this pursuant to 6.1(b). Upon receipt of written notice of termination from ECIA, the City will have ten (10) days to cure any breach cited by the ECIA in its notice of termination to the satisfaction of ECIA in its sole discretion. If ECIA deems any such breach cured, it must notify the City in writing that the City's efforts to cure are acceptable and that performance under this Agreement will continue.

SECTION 7. Termination by the City

7.1 The City may terminate this Agreement by thirty (30) days written notice to ECIA for the following reasons:

1. Both parties agree a continuation of this Agreement will not be in the best interests of the City.
2. The City ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide services under this Agreement.

7.2 If the City elects to terminate this Agreement, the City will be paid the amount due and owing up to and including the date work was discontinued. If the date of termination

does not fall on the last business day of a month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

SECTION 8. Political Activity

No portion of the ECIA's payment to the City may be used for any partisan political activity or, to further the election or defeat of any candidate for public office, or to further the election or defeat of any cause subject to public vote.

SECTION 9. Miscellaneous

9.1. Force Majeure. In the event that the City is delayed or hindered in or prevented from the performance of any act by an occurrence beyond the reasonable control of the City and without its fault or negligence, including but not limited to strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous condition, fire, weather, or acts of God, then performance of any such act will be extended for a period equivalent to the period of such delay.

9.2. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements.

9.3. Modifications. This Agreement may not be modified except in writing and signed by ECIA and the City.

9.4. Applicable Law and Venue. This Agreement is governed by the laws of the State of Iowa, and the venue for any action with respect to this Agreement is the District Court of Dubuque County, Iowa.

9.5. Authority. The City and ECIA represent that each, respectively, has full right, power and authority to execute this Agreement.

9.6. Severability. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

9.7. Consent or Approval. In any case, where the approval or consent of the City or ECIA is required or requested under this Agreement, such party shall not unreasonably delay or otherwise withhold its approval or consent.

9.8. Notices. All notices and correspondence related to this Agreement shall be sent to the following:

ECIA (point of contact): Chandra Ravada
East Central Intergovernmental Association
7600 Commerce Park, Dubuque, Iowa 52002

City of Asbury (point of contact): Elizabeth Bonz
Asbury City Hall
5290 Grand Meadow Drive, Suite 1
Asbury, IA 52002

9.9. Indemnification. Each Party, as the “Indemnifying Party,” shall indemnify, defend and hold harmless the other Party and its affiliates, officers, directors, employees, agents, successors and permitted assigns (each, an “Indemnified Party”) from and against any and all losses, damages, liabilities, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees (each a “Loss”), incurred by the Indemnified Party in connection with any claim, action, cause of action, demand, lawsuit, arbitration, proceeding or litigation, of any nature (each an “Action”) by a third party (other than an affiliate of an Indemnified Party) caused by the Indemnifying Party’s performance of its obligations under this Agreement, unless such Loss arises from the Indemnified Party’s own negligence or intentional act or omission. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party’s expense.

9.10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

City of Asbury

**East Central Intergovernmental
Association**

By: _____

James Adams, Mayor

By: _____

Jack, Willey, ECIA Chairperson

Attest:

Attest:

Elizabeth Bonz, City Administrator

Chandra Ravada, Interim Executive Director

ATTACHMENT A

SCOPE OF SERVICES

- Will work with the team to determine what data can and should be provided from their City.
- Will also help define how each piece of transportation data should be defined and shared to allow for the most appropriate distribution and display for motorist to help optimize traffic flow in the Metro area.
- Provide review of the prototype and input planning for a potential phase 2 full deployment.
- Participate in weekly or biweekly update meetings.

Hourly Rate

- City Administrator - \$74.00