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09/22/16

State Funds

STATE: Iowa
PROJECT PLAN: Hungry Canyons Stream Channel Stabilization
GRANT AGREEMENT NO. 16-2
LOCATION: Wolf Crk., Sec. 36, T88N, R45W, Woodbury County

Hungry Canyons Alliance

PROJECT AGREEMENT

THIS AGREEMENT, made this 16th day of September, 2015, by and between Woodbury County, called the Sponsor, and the Hungry Canyons Alliance, hereafter known as HCA.

WITNESSED THAT:

WHEREAS, under the provision of Chapter 161D, Code of Iowa, the Hungry Canyons Alliance is authorized to assist the Sponsor in measures related to the unique natural resources, rural development and infrastructure problems of counties in the deep loess soil region of western Iowa.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and Hungry Canyons Alliance do hereby agree as follows:

A. It is agreed that the following described work is to be performed at a total estimated cost of \$202,700. This amount includes survey, engineering, construction, inspection, and administration of:

Construction of stream channel stabilization structure(s) as proposed in the project application(s) labeled Attachment C to this agreement.

B. THE SPONSOR WILL:

1. Contract for and complete construction of the works of improvement described in Attachment C.
2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, contract administration, and cost above that provided in C.1. for construction of the works of improvement described in Attachment C. The Sponsor's share will constitute a minimum of 20% of the total cost of the works of improvement described in Attachment C.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Attachment C.

4. Accept responsibility for the operation, maintenance and repairs of the structure unless it is determined by HCA and the Sponsor that the cost of repair exceeds the learned benefits of the repaired structure.
5. Hold and save the HCA free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from work provided for in this agreement.
6. Accept responsibility for performing and keeping records regarding the operation and maintenance of works described in Attachment C and provide necessary facilities, administrative and bookkeeping personnel, and legal counsel for the provision of financial and technical assistance to support installation of grade stabilization measures as described in Attachment C.
7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.
8. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Iowa applicable to the Sponsor.
9. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
10. Retain all records pertaining to all work performed in Attachment C for three (3) years from the date of the submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer.
11. Require that a professional engineer registered in the State of Iowa certify that the project was installed in accordance with the plans and specifications.
12. Request reimbursement from the HCA by submitting a Request for Reimbursement form.
13. Administer their action under this agreement in accordance with 7 CFR 3015, CFR 3016, CFR 3017, CFR 3018, CFR 3052, and OMB Circulars A-102, A-87, and A-133.
14. Comply with the requirements of Attachment A and Attachment B - SPECIAL PROVISIONS which are made a part of this agreement. Attachment A describes Drug Free Workplace and Clean Air and Water requirements. Attachment B describes equal opportunity and nondiscrimination requirements.
15. Comply with Hungry Canyons Cost-Share Program Administrative Procedures labeled Attachment D to this agreement.
16. Issue Internal Revenue Service (IRS) Form 1099 G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.

C. HCA WILL:


1. Provide a maximum of \$110,000 for total construction costs of the works of improvement described in Attachment C. The HCA share will constitute a maximum of 80% of the total cost of the works of improvement described in Attachment C.
2. Provide advice and counsel as needed with the technical and contractual administration of this agreement at the request of the Sponsor.
3. Upon notification of the completion of construction, HCA shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
4. Pay the Sponsor pursuant to this agreement with request submitted on HCA Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:


1. All work under this agreement will be completed by December 31, 2017.
2. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled or until the agreement expires on the date set forth in D.1.
3. Failure to properly design or construct a project receiving HCA funding will result in 10% of the final reimbursement being withheld and no approval of further county projects for HCA funding until the project has been fixed to accepted standards. All counties are encouraged to contact and work closely with the HCA project director to avoid this situation. All counties are to use the HCA weir design and construction checklist to help assure a good final product.
4. The furnishing of financial and other assistance by the HCA is contingent on the availability of funds appropriated by State Legislature from which payment may be made and shall not obligate the HCA upon failure of the Congress to appropriate funds.
5. HCA may terminate this agreement in whole or in part when it is determined by HCA that the Sponsor has failed to comply with any of the conditions of this agreement. The HCA shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by HCA under this termination shall be in accord with the legal rights and liabilities of HCA and the Sponsor.
6. This agreement may be temporarily suspended by HCA if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, HCA may suspend this agreement when it is evident that a termination is pending.
7. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both HCA and the Sponsor.

8. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
9. The contract for constructing the work described in Attachment C will not be awarded by the Sponsor to any company in which any official of the Sponsor or any member of such an official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such company.
10. This agreement, as set forth on pages 1-4, constitutes the entire agreement between Hungry Canyons Alliance and the Sponsor. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.
11. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990. They shall also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, marital or familial status, or sexual orientation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

E. THIS AGREEMENT IS APPROVED AND HEREBY DULY EXECUTED BY:

By: 
Chair, Woodbury County Board of Supervisors

Date: September 22, 2015

HUNGRY CANYONS ALLIANCE
By: 
Chair, Hungry Canyons Alliance Board of Directors

Date: 3-4-16