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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 16<sup>th</sup> 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.