**SAMPLE FUNDING AGREEMENT**

**XXXXXXX COUNTY**

**Agreement for a**

**Rural County Transportation Program (RCTP) Project**

RECIPIENT: **The City of XXXX**

PROJECT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXXXXXXX County

AGREEMENT NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This is an agreement between the **City of XXXX** (hereinafter referred to as **RECIPIENT**) and **XXXXXXXX** County (hereinafter referred to as the **COUNTY**)

Pursuant to the terms of this agreement, applicable statutes, administrative rules, and programming by XXXXXXXX County and the **City of XXXXX**, the County agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the development of the **XXXXXXXX Project**.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.

All notices required under this agreement shall be made in writing to the County and/or the Recipient's contact person. The County’s contact person shall be XXXXXXXX County Engineer, Address: XXXXXXXXX, Ph: XXX-XXX-XXXX. The Recipient's contact person shall be XXXXX, Address: XXXXXXXXX, Ph: XXX-XXX-XXXX

1. The Recipient shall be responsible for the development and completion of the following described project:

|  |  |  |
| --- | --- | --- |
| ***Description of Project Element*** | ***RCTP Aid Ceiling*** | ***% Funding*** |
| ***Participation*** |
| **Project name** | **Funding approved by County** | **Percentage** |

1. Eligible project costs for the project described in Section 2 of this agreement, listed above, which are incurred after the date of XXXXXXXX County approval shall be paid as follows:

RCTP Funds (Grant): $XXXXX

Local Contribution: $XXXXX

Project Total: $XXXXX

1. The local contribution stated above should not include cash to the project.
2. The **RECIPIENT** understands and agrees that it shall be responsible for any cost overruns above the RCTP grant caps of $25,000 or 80% of the total cost of the eligible item, whichever is smaller.

Activities or costs eligible should follow statement of work set out in Application.

1. The **RECIPIENT** shall submit to the **COUNTY**, no later than 30 days the **RECIPIENT'S** signature date on this agreement. Failure to do so by the **RECIPIENT** may be considered a default under this agreement.
2. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
3. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
4. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
5. This agreement is not assignable without the prior written consent of the **COUNTY**.
6. The **COUNTY** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
7. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the **COUNTY**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
8. The **RECIPIENT** may submit to the **COUNTY** periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
9. The **COUNTY** will reimburse the **RECIPIENT** for properly documented and certified claims for eligible project costs. If, upon final audit or review, the **COUNTY** determines the **RECIPIENT** has been overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **COUNTY**.
10. Upon completion of the project described in this agreement, professionals from **RECIPIENT,** shall certify in writing to the **COUNTY** that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.
	* 1. Final reimbursement of funds shall be made only after the **COUNTY** accepts the project as complete.
11. The **RECIPIENT** agrees to indemnify, defend and hold the **COUNTY** harmless from any action or liability arising out of development of the project or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **COUNTY's** application review and approval process, and funding participation.
12. This agreement may be declared to be in default by the **COUNTY** if the **COUNTY** determines that the **RECIPIENT'S** application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **COUNTY** determines that the project is not developed as described in the application.
13. If the **RECIPIENT** fails to perform any obligation under this agreement, the **COUNTY** shall have the right, after first giving thirty (30) days written notice to the **RECIPIENT** by certified mail return receipt requested, to declare any part or all of this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of the notice to cure the default. If the **RECIPIENT** cures the default, the **RECIPIENT** shall notify **COUNTY** no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of **RECIPIENT'S** notice of cure, the **COUNTY** shall issue either a notice of acceptance of cure or a notice of continued default.
14. In the event a default is not cured the **COUNTY** may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **XXXXXXXX COUNTY SUPERVISORS** and may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the **XXXXXXXX COUNTY BOARD of SUPERVISORS**.
15. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A (2011). Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. **COUNTY** and the **RECIPIENT** agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
16. This agreement as set forth in sections 1 through 21 herein, including referenced exhibits, constitutes the entire agreement between the **COUNTY** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **COUNTY** and **RECIPIENT**.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. **XXXXXXXX** as of the date shown opposite its signature below.

RECIPIENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who signed said Agreement for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the \_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XXXXXXXX COUNTY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

 CHAIR PERSON

 XXXXXXXX COUNTY BOARD OF SUPERVISORS