

Agreement
Dubuque County Secondary Roads
Agreement for a
Rural County Transportation Program (RCTP) Project

RECIPIENT: The City of Dyersville

PROJECT NO: DUBUQUE-RCTP- 2024-3

Dubuque County

AGREEMENT NO: DUBUQUE-RCTP-2024-3

This is an agreement between the City of Dyersville (hereinafter referred to as RECIPIENT) and Dubuque County Secondary Roads (hereinafter referred to as the COUNTY)

Pursuant to the terms of this agreement, applicable statutes, administrative rules, and programming by Dubuque County and the City of Dyersville, the County agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the development of the 5th Avenue NE Resurfacing 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.
2. All notices required under this agreement shall be made in writing to the County and/or the Recipient's contact person.
 - a. The County's contact person shall be Russell Weber, Dubuque County Secondary Roads, Address: 1225 Seippel Rd. Ph: 563-557-7283. Email: Russell.Weber@dubuquecountyiowa.gov.
 - b. The Recipient's contact person shall be John Wandsnider, Public Works Director / City Engineer. Address: 340 First Avenue E, Dyersville, IA 52040. Ph: 563-875-7724. Email: jwandsnider@cityofdyersville.com.

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

Description of Project Element	RCTP Aid Ceiling	% funding Participation
Resurfacing of 5th Avenue NE to the City of Dyersville corporate limits line.	\$25,000	27.78%

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the date of County approval shall be paid as follows:

RCTP Funds (Grant): \$25,000

Local Contribution: \$65,000

Project Total: \$90,000

5. The local contribution stated above should not include in kind and should include cash to the project.
6. The Recipient understands and agrees that it shall be responsible for any cost overruns above the RCTP grant caps of \$25,000 or 27.78% of the total cost of the eligible item, whichever is smaller.
7. Activities or costs eligible should follow statement of work set out in Application.
8. The Recipient shall submit to the County, no later than thirty (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.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. This agreement shall be executed and delivered in two (2) 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.
12. This agreement is not assignable without the prior written consent of the County.

13. 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.
14. 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 (3) years from the date of final reimbursement, for inspection by the County. Copies of said materials shall be furnished by the Recipient if requested.
15. 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.
16. 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.
17. Upon completion of the project described in this agreement, professionals from the 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.
 - a. Final reimbursement of funds shall be made only after the County accepts the project as complete.
18. 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.
19. 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.
20. 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.

21. 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 Dubuque County Board of Supervisors and may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Dubuque County Board of Supervisors.
22. 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) day notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The 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.
23. This agreement as set forth in sections 1 through 23 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. DUBUQUE-RCTP-2024-3 as of the date shown opposite its signature below.

RECIPIENT: The City of Dyersville

By: _____ Date: _____

Printed Name: _____

Title: _____

I, _____, certify that I am the City Clerk of the City of Dyersville, and that _____, who signed said Agreement for and on behalf of the City of Dyersville was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the Dyersville City Council, on the _____ day of _____, 20__.

Signed: _____ Date: _____

Address: _____

COUNTY: Dubuque County

By: _____ Date: _____

Printed Name: _____

Chair Person, Dubuque County Board of Supervisors