

Department of Natural Resources
GRANT AGREEMENT- WILDLIFE DIVERSITY SMALL GRANTS PROGRAM

GRANTEE: XXXX

PROJECT TITLE: XXXX

PROJECT CONTACT: XXXX

GRANT AWARD: XXX

DNR CONTACT/PHONE#: Stephanie Shepherd OR Karen Kinkead 515-432-2823, ext. 102

1. PARTIES/AUTHORITY. The parties to this Wildlife Diversity Small Grant Agreement (Grant Agreement) are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department), and the Conservation Corps (the Grantee). The parties make this Grant Agreement under the authority of Iowa Code section 456A.24(7), with funds collected pursuant to Iowa Code section 321.34(11)(c)(2).

2. PURPOSE. The purpose of this Grant Agreement is to enable the Department and/or its partners to improve habitat for, conduct research on, or otherwise conserve, wildlife Species of Greatest Conservation Need (SGCN), and to educate Iowa's citizens regarding the needs of wildlife SGCN.

3. GENERAL DESCRIPTION OF PROJECT. This Grant Agreement is for the project described in the project proposal, except for the exemptions identified later in this provision, and summarized as the following:

*****Project Description*****

The project proposal, which was submitted by the Grantee and which serves as the basis for this Grant Agreement, shall be incorporated by this reference and made part of this Grant Agreement.

4. GRANTS AND REIMBURSEMENTS. The Department will provide the costs as described and agreed to in the project proposal up to a maximum amount of **\$XXXX.XX (Amount Awarded)**.

a) The Grantee may partner with other sponsoring organizations to provide additional project funds, and cost sharing funds may include local, private, federal or other state funds.

b) The Grantee shall submit a request for the initial 75% award on the Grantee's standard billing form or organizational letterhead upon project start date of XXXX. A request for the final 25% shall be submitted upon completion of the project and shall accompany the final report (Attachment A). Payment requests shall be sent to the following address:

Stephanie Shepherd/Karen Kinkead
Wildlife Diversity Program
Iowa DNR Wildlife Research Station
1436-255th Street
Boone, Iowa 50036

c) The Grantee shall submit a final project report by XXXX using the report form (Attachment A), describing the activities occurring to date to the Wildlife Diversity Program's small grants manager named in 4b, above.

d) The Department shall pay all approved billing requests pursuant to Iowa Code section 8A.514 if, in its sole discretion, such payment is appropriate pursuant to this Grant Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

e) The Grantee shall provide adequate documentation to document expenses, including invoices and cancelled checks.

5. RESPONSIBILITIES. The Grantee shall perform all work necessary to complete the project as outlined in the project proposal. The Grantee is solely responsible for project completion as outlined in the project proposal. The Grantee will make a concerted effort to procure goods and services from Targeted Small Businesses (TSBs) located at <https://www.iowa.gov/tsb/index.php/search> during the performance of this Grant Agreement. The Department may provide assistance at the request of the Grantee, or at the Director's recommendation. The Grantee agrees to meet the requirements for construction permits from federal, state and local authorities before constructing its projects. Receipt of state funding does not eliminate the need for appropriate construction permits. The Grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Agreement shall obligate the Department to or preclude the Department from making additional funds available to the Grantee or its affiliates, including any maintenance costs.

6. AMENDMENTS. This Grant Agreement may be amended only by written agreement of the parties, which is signed by the Department Director, or designee, and an authorized party of the Grantee. Requests for amendments shall be directed to the Wildlife Diversity Program's small grants manager named in 4b, above.

7. EFFECTIVE DATE/TERMINATION. This Grant Agreement shall become effective X/X/XXXX (Date) and shall terminate upon the completion of all work specified in the project proposal, or earlier upon mutual agreement of the parties hereto, as evidenced in writing, or, if the parties are unable to agree, by order of the district court in Polk County, Iowa. All work specified in the project proposal shall be completed by no later than X/X/XXXX. The Department may terminate this Grant Agreement upon notice in the event the Grantee fails to comply with any provision of this Grant Agreement.

8. AVAILABILITY OF FUNDS: The Department shall have the right to terminate the Grant Agreement without penalty if, in the Department's sole discretion, adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Grant Agreement or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; if the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Grant Agreement is withdrawn or materially altered or modified; if the Department's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Grant Agreement.

9. INDEMNIFICATION; LIMITATION OF LIABILITY: The Grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the Grantee's acts or omissions pursuant to this Grant Agreement. Indemnification obligations of the Grantee shall survive termination of this Grant Agreement. Nothing in this Grant Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Every person who is a party to the Grant Agreement is hereby notified and

agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Grantee's and its subcontractors' activities involving third parties arising from the Grant Agreement.

10. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Grant Agreement, and for any default of activities and obligations.

11. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. The Department shall have the right to review and observe, at any time, completed work or work in progress related to the Grant Agreement. The Grantee shall permit the Department or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Grant Agreement. Upon the request of the Department, the Grantee shall deliver to the Department or its agents said documentation or materials.

12. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by the Department regarding this Grant Agreement, including this Grant Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Grant Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

13. GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

14. COMPLIANCE WITH LAWS. The Grantee agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Grant Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

15. ASSIGNMENT AND DELEGATION. The Grantee may not assign, transfer or convey in whole or in part this Grant Agreement without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee may not delegate any of its obligations or duties under this Grant Agreement without the prior written consent of the Department.

16. REPAYMENT OBLIGATION. In the event that any funds are deferred and/or disallowed as a result of any audits or expended in violation of this Grant Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Department for the full amount of any claim disallowed and for all related penalties incurred. If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Grant Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Grant Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors or subrecipients.

17. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Grant Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

18. THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Grant Agreement. This Grant Agreement is intended only to benefit the State and the Grantee.

19. SURVIVAL OF AGREEMENT. If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

20. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Grant Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Grant Agreement. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Grantee shall be forwarded to the Department.

21. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the project is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Grantee shall not hold the Department liable in any manner for the resulting changes. The Department shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Grant Agreement to address the legislative change. Nothing in this paragraph shall affect or impair the Department's right to terminate the Grant Agreement pursuant to the termination provisions.

22. INTEGRATION. This Grant Agreement contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

23. EXECUTION: By signing this Grant Agreement, the Grantee agrees to the terms and conditions set forth in this Grant Agreement, failure to meet the terms and conditions of this Grant Agreement may be cause for repayment of all or part of the grant funds.

Date

Bruce Trautman, Deputy Director
Iowa Department of Natural Resources

Fed ID #

Grantee Signature

Print Name

Attachment A

<p>DEPARTMENT OF NATURAL RESOURCES FINAL REPORT</p>
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For Program: Wildlife Diversity Program Small Grants

If you have questions, please contact the Stephanie Shepherd at 515-432-2823. Make additional copies as needed.

This form is due by X/X/XXXX

Grant Recipient: XXXX Grant #: 18CRDWBSSHEP-XXXX

Project Title: XXXXXXXX

Describe the accomplishments of this project:

Were there any unexpected problems encountered during the conduct of this with your project? Please describe.:

