

**DES MOINES AREA MPO REIMBURSEMENT  
AGREEMENT WITH CIRTPA FOR  
SAFE STREETS FOR ALL GRANT FUNDING**

This is an agreement between the Des Moines Area Metropolitan Planning Organization (hereinafter referred to as “the MPO”) and the Central Iowa Regional Transportation Planning Alliance (hereinafter referred to as “CIRTPA”) for the purpose of funding a Safety Action Plan for the cities of CIRTPA (hereinafter referred to as “the AGREEMENT”). Pursuant to the terms of this AGREEMENT, applicable statutes, and program guidelines, the MPO agrees to provide authorized funding to CIRTPA for the following project (hereinafter referred to as “the PROJECT”): the completion of a Federal Highway Administration (FHWA) approved Safe Streets and Roads for All (SS4A) Grant Safety Action Plan for cities within the CIRTPA Planning Area.

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

1. CIRTPA agrees to abide by all of the terms and conditions of the SS4A grant agreement between FHWA and the MPO, including any applicable local, state, and federal statutes, requirements, and guidelines.
2. CIRTPA will be solely responsible for the completion of the PROJECT as described above and in the SS4A grant agreement. This includes managing contractors hired to carry out the scope of work approved by FHWA. CIRTPA intends that 100 percent of its SS4A grant funding to be used for PROJECT consultants.
3. The MPO shall be the lead fiscal agent for the SS4A Grant to fund the PROJECT. As such, the MPO is responsible for reimbursement requests to FHWA and the Iowa Department of Transportation (DOT) and for making authorized regular payments to the contractor retained by CIRTPA to complete the PROJECT.
4. Upon receiving an invoice from its contractor, CIRTPA shall review the invoice for accuracy. CIRTPA is responsible for resolving any disputes with activities or invoiced charges with the contractor. Once CIRTPA has approved the invoice, it will submit a request for payment, along with a copy of the invoice, to the MPO for payment.
5. The MPO agrees to seek reimbursement from the FHWA and Iowa DOT for 80% of the eligible PROJECT costs, not to exceed the maximum grant amount of \$200,000 of available SS4A grant funding, incurred according to the terms of this AGREEMENT and the overall SS4A grant agreement between FHWA and the MPO. Reimbursements will be made in whole dollar amounts only, rounded down.
6. The Iowa DOT is providing \$12,000 in local matching funds for the PROJECT. The MPO agrees to submit reimbursement requests to the Iowa DOT for eligible project costs in an additional not to exceed amount of \$12,000 to be drawn down proportionally with other eligible expenses.
7. The MPO will consult with the US DOT, FHWA, and Iowa DOT to determine what costs are eligible for reimbursement. Only costs incurred AFTER authorization from the MPO

are eligible and after the successful execution of the SS4A grant agreement. All other costs, including costs above the maximum grant amount and local match amount in this AGREEMENT, are the responsibility of CIRTPA.

8. CIRTPA agrees to provide the required 20% local matching funds necessary for CIRTPA's PROJECT funded through the SS4A grant, or \$50,000. After deducting the \$12,000 in local matching funds to be provided by the Iowa DOT, CIRTPA's remaining local matching funds requirement is \$38,000. CIRTPA agrees to transfer this amount to the MPO upon signing this AGREEMENT for the MPO's use in paying contractors retained by CIRTPA for the completion of the PROJECT.
9. All notices required under this AGREEMENT shall be made in writing to the MPO and CIRTPA's designated contact person. The MPO's contact person shall be Dylan Mullenix. CIRTPA's contact person shall be Andrew Collings.
10. In the event of any breach by either party, the other party will be entitled to exercise all rights and remedies available at law or in equity. In the event of litigation, the prevailing party will be entitled to recovery of costs and reasonable attorney fees.
11. CIRTPA shall defend, indemnify, and hold harmless the MPO and its members, managers, officers, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of CIRTPA or its personnel; and (b) CIRTPA's breach of any of its representations, warranties or obligations set forth in this Agreement, EXCEPT those losses incurred by the MPO resulting from a material breach of contract by the MPO, or willful misconduct or negligence on its or their part.
- 9.12. This AGREEMENT is not assignable without the prior written consent of the MPO or CIRTPA.
- 10.13. It is the intent of both parties that no third-party beneficiaries be created by this AGREEMENT.
- 11.14. 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.
- 12.15. This AGREEMENT will continue until the completion of the PROJECT as determined by the MPO and FHWA or when the SS4A grant agreement expires, whichever happens first.
- 13.16. This AGREEMENT constitutes the entire agreement between the MPO and CIRTPA 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 both the MPO and CIRTPA.

IN WITNESS WHEREOF, each of the parties hereto has executed this AGREEMENT as of the date shown opposite its signature below.

MPO:

CIRTPA:

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_