

IOWA ECONOMIC DEVELOPMENT AUTHORITY

IOWA TOURISM GRANT AGREEMENT

BETWEEN IOWA ECONOMIC DEVELOPMENT AUTHORITY
200 East Grand Avenue
Des Moines, Iowa 50309
(hereinafter "IEDA")

GRANT NUMBER: «Contract »

EFFECTIVE DATE: July 1, 2013

AND «Grantee»
«Address»
«City ST Zip»,
(hereinafter "Grantee")

AWARD AMOUNT: \$

GRANTEE CASH MATCH: «cash_match»

FEIN: «FEIN»

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. **DEFINITIONS.** "Grantee" means an entity as defined in the program application. The Grantee shall have the primary responsibility for the Project and shall be the fiscal agent. Grantee shall ensure that the minimum match requirements are met, as defined in program application and that all other conditions of the Grant Agreement are met.
2. **GRANT PROJECT.** "Project" means the activities and other obligations to be performed or accomplished during the State of Iowa's Fiscal Year starting on July 1 and ending June 30 (Performance Period) by the Grantee as described in this Agreement, the application approved by the IEDA, the award letter, and described in Attachment A - Work Statement and Budget.
3. **GRANT PERIOD.** Effective Date: July 1, 2013
Due date of written evaluation of promotional effort: XXXXXX
Contract Completion Date: August 31, 2014
4. **PRIOR EXPENSES.** No expenditures made prior to the Effective Date may be included as Project costs for the purpose of this Grant Agreement.
5. **UTILIZATION OF CONSULTANT(S).** If consultant(s) are to be hired in association with the Project, the Grantee is responsible for recruiting, selecting, and contracting (e.g. terms and conditions, scope of work, payment) with consultant(s).
6. **TOTAL PAYMENT.** Total payment of state funds under this agreement is not to exceed \$as shown in Attachment A. unless modified by written amendment of this Contract. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction or delay of state funds to the Grantee.
7. **MATCH REQUIREMENTS.** The Grantee shall ensure that a minimum of twenty-five (25) percent local cash match of grant funds is provided for the Project.
8. **COST VARIATION.** In the event that the total Project cost is less than the amount specified in this Agreement, IEDA's participation shall be reduced at the same ratio as IEDA funds are to the total Project budget, and any disbursed excess above the reduced IEDA participation shall be returned immediately to IEDA.
9. **REPORTING REQUIREMENTS.** The Grantee shall submit a written evaluation of promotional effort to the IEDA within sixty (60) days of the end of the project for IEDA's review to verify that the terms of this agreement have been met. The Grantee shall also submit a financial report as specified by IEDA upon completion of the project.
10. **PAYMENT PROCEDURES.** Payment shall be made in two disbursements. The first disbursement of seventy-five percent (75%) of grant funds shall be made at the start of this Agreement subject to demonstration of control of the required amount of matching funds and to the approval of waiver by the Department of Revenue. The second disbursement will be made after the project has been completed and IEDA has received and reviewed the final product identified in Section 9 **REPORTING REQUIREMENTS**. Requests for payment shall be made using the standard IEDA fund request form or a detailed invoice, which contains the same information as the IEDA fund request form. If the total grant award amount has not been claimed within sixty (60) days of the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement.
11. **MARKETING MATERIALS.** The Grantee will ensure that all marketing materials in printed and electronic form

produced in association with this Agreement shall indicate the Iowa Tourism Office's support of this project either by including the Office's logo, verbiage or other mutually agreed upon representation. The IEDA may waive this requirement at its sole discretion.

12. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure of the Grantee to make substantial and timely progress toward performance of the Agreement; c) a failure of the Grantee's work product and services to conform with the terms of this agreement and any and all attachments; d) a breach of any term of this Agreement; e) mispending grant proceeds for purposes not described in Attachment A – Work Statement and Budget. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.
13. TERMINATION. This Agreement may be terminated in the following circumstances: a) By either party, without cause, after thirty (30) days written notice; b) As a result of the Grantee's default under this Agreement; c) As a result of the termination or reduction of funding to IEDA; d) Immediate termination upon written mutual agreement by all parties.
14. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be payment for services rendered prior to termination.
15. NONASSIGNMENT. This Agreement shall not be assigned without the prior written consent of IEDA.
16. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Grantee. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.
17. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
18. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.
19. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee shall jointly and severally defend, indemnify and hold IEDA, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IEDA may incur or sustain by reason of (a) the failure of the Grantee to fully perform and comply with the terms and obligations of this Agreement; (b) the Grantee's performance or attempted performance of this Agreement; (c) the Grantee's activities with subgrants and third parties.
20. ACCESS TO RECORDS. The Grantee shall permit IEDA 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 Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.
21. RECORDS RETENTION. All records of the Grantee relating to this 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.
22. UNALLOWABLE COSTS. If IEDA 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 Agreement, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs.

23. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
24. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the 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.
25. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.
26. **INTELLECTUAL PROPERTY.** All concepts, tapes, compilations or other work product procured or created by the Grantee (s) or its/their employees or agents for IEDA in connection with this Agreement shall be the property of IEDA. IEDA shall be deemed to be the author of such work product and all rights in the work product including copyrights and other rights, title and interest in such materials. Accordingly, IEDA may adapt, change, edit or use these materials in combination with the works of others and may publish the materials. If for any reason IEDA is not deemed to be the author and owner of these materials for all purposes then this Agreement shall be considered an irrevocable, perpetual assignment by the Grantee (s) to IEDA of all rights it may have in any work product. The Grantee shall take any steps necessary to ensure that persons working on behalf of the Grantee will not have any claim to the work product or the rights in the work product.
27. **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:
- (a) Attachment A, Work Statement and Budget.
 - (b) Attachment B, IOWA ECONOMIC DEVELOPMENT AUTHORITY Award Letter.
 - (c) Attachment C, Application. Due to its size, Attachment C will not be attached to this Agreement, but will be kept on file at the IOWA ECONOMIC DEVELOPMENT AUTHORITY. It shall, nevertheless, be considered an incorporated element of this Agreement.
28. **ORDER OF PRIORITY.** In the event of a conflict between documents, the follow order or priority shall be applied:
- (a) Articles 1-29 of this Grant Agreement.
 - (b) Attachment A, Work Statement and Budget.
 - (c) Attachment B, IOWA ECONOMIC DEVELOPMENT AUTHORITY Award Letter.
 - (d) Attachment C, Application as approved by IEDA.
29. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the date stated in Section 3. **GRANT PERIOD.**

FOR GRANTEE:

Signature

Title

FOR IEDA:

Deborah V. Durham, Director

«Contract_»
«Grantee»

ATTACHMENT A
WORK STATEMENT

The Grantee shall submit a comprehensive report to be used as a model for other entities with similar concerns.

BUDGET

Line Item	Grant Amount	Local Cash Match	Total

Match source(s)	Cash
«Grantee»	

Attachment C, Application.

Due to its size, Attachment C will not be attached to this Agreement, but will be kept on file at the IOWA ECONOMIC DEVELOPMENT AUTHORITY. It shall, nevertheless, be considered an incorporated element of this Agreement.

BUDGET FY 13	General Accounting Expenditure		DOCUMENT NUMBER
	DATE	ACCTG PERIOD (mm/yy)	
VENDOR CODE «FEIN»		AGENCY NAME	
VENDOR NAME AND ADDRESS «Grantee» «Address» «City_ST_Zip»,		BILL TO ADDRESS (ORDERING AGENCY) IOWA ECONOMIC DEVELOPMENT AUTHORITY 200 East Grand Avenue Des Moines, IA 50309-1834	SHIP TO ADDRESS
TERMS	FOB	ORDER APPROVED BY	GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS
QUANTITY		VENDOR'S INVOICE NUMBER	

Iowa Tourism Office Grant Program

Source of funds	Line item	Contract budget	Expenditures		
			Since Last Report (1)	Previous Total (2)	Cumulative Expenditures (1+2)
Local Cash Match Funds	Item 1 cash	«cash_match»			
	Item 2 cash	\$0.00			
State Funds	Item 1 state				
	Item 2 state	\$0.00			

CONTRACT NUMBER: «Contract_»	Funds Requested	
	Less: Funds Requested to Date	
	NET REQUEST	
DRAW # _____		
CLAIMANT'S CERTIFICATION I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE TITLE	AGENCY CERTIFICATION I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)	
CLAIMANT'S SIGNATURE	AUTHORIZED SIGNATURE	

THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY

DOC TYPE (GAX) GAX	DOC NUMBER	DOC DATE	ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY					
VENDOR CODE «FEIN»		ADDR OVERRIDE	F/A INDICATOR	EFT IND Y	TEXT -po's only (Y/N)	TEXT (po's only)									
REF DOC TYPE	REF DOC NUMBER	REF DOC LINE	COM LN	VEND INVOICE #			COMMODITY CODE		GS CONTRACT						
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY/ UNITS	I/D	DESCRIPTION	AMOUNT	I/D P/F
01															
02															
03															

DOCUMENT TOTAL

GAX	WARRANT #	AUDITED BY	PAID DATE _____
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