



Muskingum Watershed Conservancy District
"Partners In Watershed Management"
PROJECT ASSISTANCE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Muskingum Watershed Conservancy District hereinafter referred to as the MWCD, and _____, hereinafter referred to as the Partner.

WITNESSETH:

WHEREAS, the MWCD deems it appropriate to provide financial or in-kind assistance to local organizations for the provision of flood control, flood mitigation, water quality, and other related projects and programs pursuant to the Official Plan of the District and

WHEREAS, the Partner desires financial or in-kind assistance to aid in the implementation of the project or program named _____ and described in Exhibit A, hereinafter referred to as the Project:

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

A. PERIOD OF AGREEMENT

This Agreement shall commence on the above noted date and terminate on the _____ day of _____, 20 ____ unless otherwise terminated or extended by mutual consent of the parties hereto.

B. TERMS

1. Subject to the terms and conditions contained herein, the MWCD agrees to provide financial assistance to the Partner in an amount not to exceed _____, and/or in-kind assistance as outlined in Exhibit A, for the sole and express purpose of assisting with, financing or reimbursing costs of the Project.
2. The Partner agrees to complete the Project as described in Exhibit A on or before _____. If unforeseen circumstances preclude completing the Project by the date specified, a revised completion date may be agreed upon in writing by the MWCD and the Partner.
3. The Partner will limit the scope of the Project to that outlined in Exhibit A. In the event that circumstances require changes to the scope of the Project, the use of MWCD financial and/or in-kind assistance for such changes must be approved through the execution of a formal Amendment to this Agreement.

4. The Partner agrees to complete the Project in accordance with approved construction plans and specifications, and in compliance with all applicable Federal, State, and local laws, and permit and licensing requirements.
5. The Partner agrees to submit a complete accounting of expenditures and/or in-kind assistance provided under this Agreement to the MWCD within 30 days of completion of the Project. If any portion of funds provided by MWCD under this Agreement remains unexpended after completion of the Project, or if an audit discloses any unauthorized expenditure, the Partner shall return such funds to the MWCD upon receipt of invoice.
6. If the financial assistance provided by the MWCD to the Partner is on a reimbursement basis, funds will be made available upon receipt by the MWCD of the Partner’s documentation of reimbursable expenses.
7. Upon request, the Partner shall submit to the MWCD, summary reports detailing the progress of the Project. In addition, the Partner shall submit to the MWCD a final report detailing results of the Project.
8. Prior to signature, the Partner shall provide and attach to this Agreement as Exhibit A, a description of the Project, including a statement of goals, estimate of total project costs, and, if applicable, a detailed outline and schedule of any and all in-kind assistance requested of the MWCD.
9. The Partner shall, at all reasonable times, provide the MWCD access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project to ensure compliance with this Agreement.
10. To the extent permitted by law, the Partner shall indemnify, protect and save harmless the MWCD, its agents and employees from and against any and all claims, actions, damages, liability, and expense in connection with and arising from activities associated with this Agreement.

C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTNER

The Partner represents, warrants, and covenants for the benefit of the MWCD as follows:

1. The Partner is a Political Subdivision or Nonprofit Organization with all the requisite power and authority to acquire and/or construct or improve, or provide for the construction or improvement of, and to operate the Project under the laws of the State and to carry on its activities as now conducted;
2. The Partner has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement; and

3. The Partner is not the subject of nor has it initiated any claim or cause to action that would give rise to any liability which would in any way inhibit the Partner’s ability to carry out its performance of this Agreement according to its terms.

D. GENERAL CONDITIONS

1. Obligations of the MWCD are subject to the provisions of Chapter 6101 of the Ohio Revised Code.
2. This agreement shall be governed by the laws of Ohio, excluding its conflicts of law precedent.
3. This agreement constitutes the sole and exclusive agreement between the parties hereto and may not be amended, modified or otherwise altered except in writing, agreed to and executed by both parties.
4. Both parties shall see to it that they and all employees, agents and operations under their direction comply with all laws, ordinances, rules and regulations in any manner affecting the operations and activities undertaken pursuant to this agreement, including, but not limited to the Americans with Disabilities Acts and all amendments thereto, any provisions regarding employee safety or the safety of the public and workers compensation. Neither party or its employees or agents shall discriminate against any employee or customer on the basis of race, creed, color, origin, sex, marital status or handicap.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first written above.

I have the authority to sign this AGREEMENT and do so in my capacity.

John M. Hoopingarner, Executive Director/Secretary
For the Muskingum Watershed Conservancy District