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**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Interchange Justification Report**

County Woodbury County
Project No. IMN-029-6(170)139--0E-97
Iowa DOT
Agreement No. 2015-16-260
Staff Action No. S-2016-418

2016 JUN 5 AM 11:28
AUDITOR & RECORDS & COMM. ELECTIONS
PATRICK F. GILL
WOODBURY COUNTY

This Agreement is entered into by and between the State of Iowa, Department of Transportation (hereafter "DOT") and Woodbury County (hereafter "LPA") in accordance with Iowa Code Section 28E.12 as follows:

1. The DOT in joint cooperation with the LPA proposes to develop an Interchange Justification Report (IJR) for Interstate 29 between Milepost (MP) 138 and MP 140. This area is south of the Sioux Gateway/Sergeant Bluff exit (MP 141) and north of the Port Neal Interchange (MP 136).
2. The proposed study will include examination of the existing I-29 mainline roadway and all current road accesses within the above described area, identification of a potential new interchange between MP 38 and MP 40, and all other standards to meet DOT requirements for an IJR per DOT policy number 500.15.
3. The LPA must receive notice of Federal Highway Administration (FHWA) authorization from the DOT before beginning work for which federal aid reimbursement will be requested.
4. The LPA will take appropriate action and prepare the necessary documents to fulfill FHWA's requirements for project environmental studies including but not limited to historic/cultural reviews and location/design approval. The LPA will complete any mitigation agreed upon within the FHWA approval document. The LPA will also obtain project permits and approvals when necessary from the Iowa Department of Cultural Affairs (State Historic Society of Iowa, State Historic preservation Officer), Iowa Department of Natural Resources, U.S Coast Guard, U.S. Army Corps of Engineers, and the Department, etc. The LPA will complete documentation necessary to comply with the National Environmental Policy Act (NEPA.) This activity will include if necessary evaluation of resources subject to Section 4(f), (49 U.S.C. 303).
5. This Agreement addresses the following terms and conditions:
 - A. The LPA will enter into a contract with a consulting firm to undertake the study.
 - B. The study provided by the consultant shall meet all the requirements of DOT policy 500.15 and the May 2013, "Process for New or Revised Interchange Access," User Guide 2.2 or most current version:
 - (1) Prior to final approval of this IJR and associated NEPA document, it is the LPA's responsibility to include the project in the MPO's fiscally constrained portion of the adopted Long Range Transportation Plan and in the adopted Statewide or Metropolitan Transportation Improvement Program (STIP or TIP).
 - (2) A minimum of two public information meetings will be held. The LPA, the consultant and DOT staff will attend the informational meetings.
 - C. The DOT will be responsible for one-third (33.3%) of the consultant costs up to \$200,000.00. The LPA will be responsible for two-thirds (66.6%) of the consultant costs. Should extra work orders or contract amendments be necessary, the LPA shall be responsible for the additional costs related to said extra work orders or contract amendments.

- D. The LPA shall be responsible for making initial payments for all project costs incurred in the development. The preliminary cost estimate for the IJR study and NEPA compliance documents are estimated to be \$600,000. Upon proper billing by the LPA, the DOT will reimburse the LPA for the DOT share with two intermediate payments for approximately two-thirds of the DOT's costs and a final payment of approximately one-third of the DOT's costs upon completion of the IJR report.
 - E. Details covering the cost sharing or other items regarding possible future project construction, if any, would be addressed in a separate Preconstruction Agreement which would be prepared by the DOT and submitted to the LPA subsequent to execution of this document.
6. If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.
 7. This Agreement is not assignable without the prior written consent of the DOT.
 8. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
 9. In case of dispute concerning the terms of this Agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the MPO 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 paragraph for arbitration.
 10. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
 11. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-16-260 as of the date shown opposite its signature below.

WOODBURY COUNTY BOARD OF SUPERVISORS:

By: *Markie Monson*
 Name:
 Title: Chairperson of the Board of Supervisors

Date: 8/11/2015

ATTEST:
 By: *[Signature]*

IOWA DEPARTMENT OF TRANSPORTATION:

By: *Tony G. Lazarowicz*
 Tony G. Lazarowicz, P.E.
 District Engineer
 District 3

Date: 11/25/15