IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
IMMEDIATE SAFETY ENHANCEMENTS PROGRAM

PROJECT NUMBER: 9I
CONTRACT NUMBER:

This is an agreement between the (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) for the purpose of funding Immediate Safety Enhancements at the Airport. Pursuant to the terms of this agreement, applicable statutes, administrative rules, and program guidelines, the Iowa DOT agrees to provide authorized funding to the SPONSOR for the following repair project (hereinafter referred to as the PROJECT):

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

1. The SPONSOR shall be the lead local agency for carrying out the provisions of this agreement, will follow all applicable statutes and administrative rules, and is responsible to complete the PROJECT.

2. The Iowa DOT agrees to reimburse the Sponsor 70% of eligible project costs, not to exceed the maximum amount of $____ , incurred according to the terms of this agreement. Reimbursements will be made in whole dollar amounts only, rounded down.

3. The Iowa DOT shall determine what costs are eligible for reimbursement. Only costs incurred after authorization from the Iowa DOT are eligible. All other costs, including costs above the maximum amount in this agreement, are the responsibility of the Sponsor.

4. The SPONSOR shall complete and submit a Claim for Reimbursement form to the Iowa DOT, along with copies of the invoices and proof of payment, within 120 days after this agreement has been signed by the SPONSOR and the Iowa DOT.

5. All notices required under this agreement shall be made in writing to the Iowa DOT and the SPONSOR's contact person. The Iowa DOT's contact shall be the Office of Aviation (515/239-1468). The SPONSOR's contact person shall be .

6. This agreement is not assignable without the prior written consent of the Iowa DOT.

7. It is the intent of both parties that no third party beneficiaries be created by this agreement.

8. 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.

9. The SPONSOR shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the

grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SPONSOR receives state funds from the Iowa DOT.

10. The Iowa DOT's obligation hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of any termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding for this program. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

11. This agreement constitutes the entire agreement between the Iowa DOT and the SPONSOR 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 the Iowa DOT and the SPONSOR.

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

SPONSOR:	ATTEST: (for SPONSOR)
Signed_____	By_____
Title_____	Title_____
Date_____	Date_____

IOWA DEPARTMENT OF TRANSPORTATION

By_____ Date_____

Michelle F. McEnany
Director, Office of Aviation