

SCOTT COUNTY ENGINEER'S OFFICE

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MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: 28E Agreement with Cedar County, IA

DATE: September 25, 2014

A resolution approving a 28E Agreement between Scott County and Cedar County, IA for the Bridge Replacement Project L-215. This agreement is for replacing the bridge on County Road 1st Av and Cedar-Scott County Line Road in Cedar County.

Scott County will be the lead county in this project performing the work. Cedar County will be paying 50% of the cost after completion of the bridge. This bridge is in the FY15 construction program.

Intergovernmental Agreement
For
Bridge Replacement Project L-215
on
County Road 1st Ave and Cedar-Scott County Line Road in Cedar
County

This Agreement is made by and between Scott County, Iowa, a political subdivision of the State of Iowa, acting through its Board of Supervisors, hereinafter referred to as "Scott County" and Cedar County, Iowa, a political subdivision of the State of Iowa, acting through its Board of Supervisors, hereinafter referred to as "Cedar County".

In the interest of intergovernmental cooperation and in the interest of economy, this agreement is being made to delineate the construction work to be done by Scott County and the reimbursement procedure for Cedar County. This agreement between Scott County and Cedar County is made under chapter 28E of the Code of Iowa.

Whereas: It is proposed to replace the bridge that is jointly owned by both counties and

Whereas: Scott County serves as the lead county for this bridge and

Whereas: Scott County proposes to do the work with its own forces and

Whereas: Cedar County desires that Scott County constructs the bridge and desires making agreement with Scott County for reimbursement of half the costs of all materials, labor, and equipment for this project, and

Whereas: Section 28E of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by another public agency of the State of Iowa.

NOW, THEREFORE, BE IT RESOLVED that the following be stipulated and agreed upon between the parties hereto, as follows:

1. That this agreement shall commence on the date that both parties sign this agreement and shall continue until the project is completed and is approved by all agencies involved and Cedar County has reimbursed Scott County for all cost incurred.
2. Scott County will act as the contracting authority and will have the complete authority to administer this project in compliance with approved State "Secondary Road Plan" procedures. Scott County will further keep all records, perform construction inspections, make all project decisions and have work executed in compliance with plans and specifications.
3. Scott County will be responsible for all inspection, and managerial costs of this project.
4. All associated actual construction costs of the project shall be presented to Cedar County upon completion of the project. Cedar

County will reimburse Scott County upon receipt of the construction costs for the Cedar County portion of the project.

5. Cedar County and Scott County agree to hold harmless and indemnify each other against all liabilities, judgments, cost and expense which in any way come against Scott County or Cedar County as a result of this agreement.
6. This agreement shall be binding upon Cedar County and Scott County and shall not be terminated until final settlement of the financial conditions and payment as set forth above.

EXECUTED this _____ day of _____ 2014 by the

Scott County Board of Supervisors

Chair

Attested by _____

Scott County Auditor

Cedar County Board of Supervisors

Chair

Attested by _____

Cedar County Auditor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 25, 2014

APPROVAL OF THE 28E AGREEMENT WITH CEDAR COUNTY, IA
FOR A BRIDGE REPLACEMENT PROJECT L-215.

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That the 28E Agreement between Cedar County,
IA and Scott Co for the Bridge Replacement Project
L-215 on County Road 1st Av and Cedar-Scott County
Line Road in Cedar County be approved.

Section 2. That the Chairperson be authorized to sign the
28E Agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.