

SCOTT COUNTY ENGINEER'S OFFICE

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JON R. BURGSTRUM, P.E.
County Engineer

BECKY LUENSMANN
Administrative Assistant

MEMO

TO: Mahesh C. Sharma
County Administrator

FROM: Jon Burgstrum, P.E.
County Engineer

SUBJ: Joint Purchase of Pile Driving Equipment

DATE: July 28, 2016

A resolution approving the Memorandum of Understanding for the purchase and sharing of a pile driver attachment for our excavator. This is a joint purchase with Clinton County that will be shared purchase dollars and shared maintenance costs.

The equipment budget remaining for FY2017 is \$130,000.00. The total purchase dollars for the attachment is \$108,750.00. Our share will be \$54,375.00.

The pile driver attaches to our excavator and allows us to drive steel H and sheet piling. We typically drive these types of piling to build bridge abutments and wings. In the past, we have contracted for this work to be done. In 2015 we paid a contractor \$27,000 (not including material cost) to drive steel H piling for a bridge replacement on 1st Avenue. Based on the costs associated with hiring a contractor to provide equipment and labor to drive piling, the purchase cost of the pile driver attachment would be offset after building two to three bridges.

**Memorandum of Understanding
Purchase and Sharing of Pile Driver Attachment**

This Memorandum of Understanding (MOU) is entered into by and between the Scott County Secondary Road Department, hereinafter referred to as Scott County, and the Clinton County Secondary Road Department hereinafter referred to as Clinton County.

Whereas Scott County and Clinton County desire to enter into a MOU concerning the purchase and sharing of a pile driving attachment between the two jurisdictions.

Therefore, the parties, inconsideration of the mutual obligations and benefits contained herein, agree as follows:

1. Scott County and Clinton County desire to purchase a pile driving attachment that will be jointly owned and used by both Counties. This MOU shall set forth an equitable agreement concerning financial and maintenance responsibilities of each party for the use and ownership of the pile driving attachment.
 - A. Both Counties shall share equally in the purchase cost and future repair cost of the unit.
 - B. Each County shall be responsible to conduct routine maintenance on the unit at their own expense as recommend by the manufacturer.
 - C. Both Counties shall list the attachment to be covered by their respective insurance policies.
 - D. Each County shall be responsible to pick up and transport the unit to their jobsites as needed at their own expense.
2. Once the pile driving attachment has reached its useful life and must be replaced both Counties shall share equally in the remaining value of the unit. The remaining value shall either be determined via a trade in value supplied by a formal quote process through an equipment dealership or via receiving purchase offers from the general public. Either County shall be given the opportunity to purchase the unit directly before sale to the general public or equipment dealer is offered.
3. If either County decides to no longer share in the ownership of the unit the other County may purchase the unit outright before the unit is sold to another entity. The reasonable sale price shall be determined by the methods listed in Item number two.
4. The Scott County Engineer and the Clinton County Engineer shall communicate throughout the duration of this MOU, to ensure maintenance and up keep of the unit as well as the schedule of use for various project work.

5. This MOU shall be effective as of the date both County Boards have approved and signed as shown below, and shall be in effect until sale of the unit. However, the MOU may be terminated by either party in writing. Notice of termination shall be provided by the terminating party a minimum of 30 days in advance of the termination date (subject to the sale of the unit). Notices shall be given by United States certified mail, return receipt requested, with proper postage thereon paid. Sale of the unit must be completed prior to the termination of the agreement. All notices shall be deemed given when mailed.

6. Each party is responsible for liability occurring as a result of the acts or omissions in performing its obligations under this MOU. Scott County shall protect, indemnify, defend, and hold harmless Clinton County for acts or omissions of the Scott County, its officers, employees, agents, and assigns with respect to the obligations of Scott County under this MOU. Clinton County shall protect, indemnify, defend, and hold harmless Scott County for acts or omissions of Clinton County, its officers, employees, agents, and assigns with respect to the obligations of Clinton County under this MOU.

7. This MOU shall be governed and construed in accordance with the laws of the State of Iowa. This MOU is not intended by the parties to constitute an agreement pursuant to Iowa Code Chapter 28E.

IN WITNESS WHEREOF, Scott County and Clinton County have set their hands for the purposes herein expressed, on the dates indicated below.

By _____
Chair, Scott County Board of Supervisors

By _____
Chair Clinton County Board of Supervisors

Date _____

Date _____

Attest _____
Scott County Auditor

Attest _____
Clinton 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

JULY 28, 2016

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING PURCHASE AND SHARING OF A PILE DRIVER ATTACHMENT BETWEEN SCOTT COUNTY AND CLINTON COUNTY.

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

- Section 1. That the Approval of the Memorandum of Understanding of the Purchase and Sharing of a Pile Driver Attachment between Scott County and Clinton County be approved.
- Section 2. That the Chairman be authorized to sign the Memorandum of Understanding on behalf of the Board.
- Section 3. That this resolution shall take effect immediately.