

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.gov
WEB SITE - www.scottcountyiowa.gov



ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: 28E Intergovernmental Agreement for Mutual Assistance with Clinton County

DATE: January 11, 2021

This resolution is to approve a 28E Intergovernmental Agreement with Clinton County regarding mutual assistance for secondary roads services.

Severe weather causing record flooding in 2019 and the derecho storm in 2020, along with the COVID-19 pandemic have prompted both Scott and Clinton Counties to evaluate our capabilities to respond to these types of events and perform secondary road services. The Clinton County Engineer and I determined that an agreement would mutually benefit both counties and allow for an immediate response with assistance if needed. Clinton County and Scott County Secondary Roads Departments have a long history of successfully partnering to share equipment, perform roadside vegetation management services, and construct county line projects. Entering into this agreement will provide each county a resource of comparably trained employees and equipment.

Included with this memo is the agreement. The agreement was drafted by Rhonda Oostenryk and reviewed by Rob Cusack. I recommend entering into this agreement with Clinton County to provide mutual assistance for secondary roads services.

**INTERGOVERNMENTAL AGREEMENT
MUTUAL ASSISTANCE FOR SECONDARY ROAD SERVICES
WITH AND BETWEEN SCOTT COUNTY IOWA AND CLINTON COUNTY IOWA**

This Agreement 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 Clinton County, Iowa, a political subdivision of the State of Iowa, acting through its Board of Supervisors, hereinafter referred to as "Clinton County".

In the interest of intergovernmental cooperation this agreement is being made to provide mutual assistance for secondary roads services.

WITNESSETH:

WHEREAS, the parties to this agreement are governmental subdivisions of the State of Iowa, and

WHEREAS, Chapter 28E of the Code of Iowa provides for the joint exercise of governmental powers in providing public services, and

WHEREAS, situations may arise in regard to secondary road emergencies or circumstances which exhaust available personnel and equipment, or require additional personnel or equipment that the responsible jurisdiction may not have available at any given time, and

WHEREAS, to perform the necessary work during such emergencies or circumstances, it is desirable for the Parties to render needed secondary roads services upon a reciprocal basis, and

WHEREAS, Scott County and Clinton County desire to enter into a 28E agreement, the purpose of which is to provide secondary roads mutual assistance of one entity to the other in such emergencies or circumstances requiring additional personnel and/or equipment, and

IT IS THEREFORE STIPULATED AND AGREED between Scott County and Clinton County hereto as follows:

1. Definitions:
 - a) Mutual Assistance: The assistance of secondary roads personnel and equipment provided by one Party ("Assisting Party") and requested by the other Party ("Assisted Party") to this Agreement.
 - b) Incident Commander: The person who, by virtue of his/her Secondary Road Department position with the Assisted Party, is responsible for the overall command and direction of the emergency response activities or circumstances (County Engineer or their designee).
 - c) Emergency: Any situation where a Party, due to lack of personnel, equipment needs or magnitude of event, concludes; based upon actual circumstances that assistance is needed to protect life and/or property within its jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.
 - d) Circumstances: Any situation where a Party, due to lack of personnel or equipment needs, concludes; that assistance is needed to perform a secondary roads service within its jurisdiction. The Parties contemplate a circumstance to involve short or medium duration, defined in hours, days or weeks rather than months.
2. Upon request, an Assisting Party may dispatch personnel, equipment and supplies to any point within the area for which the Assisted Party normally provides such personnel, equipment or supplies.

3. The Assisted Party shall include in its request for assistance the amount and type of equipment, the number of personnel and supplies requested and shall specify the location where the personnel, equipment and supplies are needed. It is hereby agreed by the Parties that the final decision as to the amount and type of equipment, the number of personnel and supplies to be furnished shall be made by the Assisting Party. No Party may make and claim whatsoever against another Party for refusal to send the requested equipment, personnel or supplies. All equipment used by a member in carrying out this agreement shall, at the time of the act, be owned by it.
4. While on duty with the Assisted Party, an Assisting Party is subject to the lawful operational commands from the Incident Commander of the Assisted Party. All personnel acting for the member under this agreement shall, at the time of such action, remain an employee of that person's own agency for administrative and personnel purposes, including pay.
5. The Assisting Parties will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the Assisted Party is able to satisfactorily handle the situation with its own resources. However, each Party reserves the right to recall any or all rendered assistance whenever it believes that such recall is necessary to ensure adequate protection of its own jurisdiction or personnel.
6. Liabilities/Insurance:
 - a) The Assisted Party agrees to fully and in all respects indemnify, defend, and hold harmless the Assisting Party, and its agents and employees from and against any and all claims, demands, liabilities, losses, including attorney fees and costs, suits in law or in equity which are made by a third party and arise from providing assistance pursuant to this agreement; provided, however, that such a claim is not a result of willful or reckless misconduct by the Assisting Party, its agents and employees, and provided that the Assisting Party is expressly acting on approved orders and directives of the Assisted Party pursuant to this agreement. The full legal and financial responsibility for injury, disability, or death of an employee shall remain with the employee's respective agency. Nothing in this paragraph shall require the Assisted Party to provide indemnification to the Assisting Party or its personnel when:
 - i. Such personnel refuse to carry out the lawful direction of the Assisted Party Incident Commander in charge.
 - ii. Such personnel deliberately and without justification act to violate the laws of Iowa or U.S. Code.
 - iii. Such personnel act with the deliberate intention of causing harm to persons or property.
 - b) The Assisted Party will provide liability insurance coverage to the extent permitted by law to any Assisting Party personnel who is the driver of a motor vehicle or operator of a piece of equipment owned, leased, or controlled by the Assisted Party.
7. Reimbursement Requirements:
 - a) All materials, supplies, labor and equipment costs shall be reimbursed to the County providing services on a monthly billing basis. Billing documentation shall include itemized lists of personnel hours, quantity of materials, supplies used and hours of equipment usage. All invoices for services shall be paid by the end of the fiscal year in which the costs occurred.
 - b) Labor costs shall include actual costs, including benefits.
 - c) The equipment rental rates used shall be those published by the Iowa Department of Transportation (as listed for cost accounting and annual report purposes) for the fiscal year the expenses were incurred. The rates selected shall be for the type of equipment used.
8. No Party operating under this agreement shall discriminate against any individual on the basis of race, color, religion, sex, or national origin in any manner, prohibited by the laws of the United States or the State of Iowa.
9. This agreement may be amended at any time by written agreement of both the Parties.
10. This agreement shall be automatically renewed at the end of each anniversary date unless terminated by either Party in writing 60 days prior to said date.

11. This agreement shall be binding and shall supersede any and all previous agreements between Scott County and Clinton County made for the purpose of mutual assistance for secondary roads services.

EXECUTED this _____ day of _____ 2021 by the

Scott County Board of Supervisors

Chair

Attested by _____
Scott County Auditor

Clinton County Board of Supervisors

Chair

Attested by _____
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

January 21, 2021

APPROVAL OF 28E INTERGOVERNMENTAL AGREEMENT BETWEEN
SCOTT COUNTY, IOWA AND CLINTON COUNTY, IOWA FOR
MUTUAL ASSISTANCE FOR SECONDARY ROAD SERVICES

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

Section 1. That the 28E Intergovernmental Agreement between
Scott County, Iowa and Clinton County, Iowa for mutual
assistance for secondary roads services be approved.

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

Section 3. That this resolution shall take effect
immediately.