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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

THIS DOCUMENT WAS PREPARED BY ANTHONY BARDGETT, DELAWARE COUNTY ENGINEER'S OFFICE, 2139 HIGHWAY 38., MANCHESTER, IA 52057, 563-927-3505
Return to: Delaware County Auditor, 301 E. Main Street, Manchester, IA 52057

28E AGREEMENT
PROJECT COSTS - DELAWARE COUNTY AND CITY OF EARLVILLE
PROJECT FM-C028(97)—55-28

This agreement entered into this 18th day of November, 2019 by and between Delaware County, Iowa, and the City of Earlville, Iowa.

WHEREAS, both Delaware County and the City of Earlville are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 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 a public agency of the State of Iowa having such power or powers, and

WHEREAS, Delaware County will be paving D22 between the City of Manchester and the City of Earlville in FY2021 under the project number FM-C028(97)—55-28, and

WHEREAS, Delaware County will be responsible for the design and inspection of the road portion under the jurisdiction of the City of Earlville, and

WHEREAS, Delaware County will initially bear all costs of construction along the portion of D22 that is under the jurisdiction of the City of Earlville, and

WHEREAS, Delaware County will make all project payments thru the County's Farm to Market Fund, and

WHEREAS, The City of Earlville will directly reimburse the County's Farm to Market Fund thru the Iowa DOT Office of Finance, and

WHEREAS, the City of Earlville will reimburse Delaware County for its share of construction costs within 30 days of the date of invoice sent by Delaware County, and

WHEREAS, the City of Earlville will be responsible for approving and paying for extra work required beyond the contract documents, and

WHEREAS, Delaware County has provided plans to the City of Earlville for review and the acceptance of this 28E Agreement is final acceptance of the plans and all bidding documents, and

WHEREAS, the Delaware County Board of Supervisors and the City of Earlville have informed themselves as to the construction costs.

IT IS NOW AGREED that Delaware County and the City of Earlville enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project on D22 and, said cooperative actions include the following:

1) SCOPE OF WORK – Delaware County, as a part of its FY 2021 D22 paving project, will rehabilitate the portion of road on D22 that is under the jurisdiction of the City of Earlville.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the City of Earlville has fully reimbursed Delaware County.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed road construction as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

4) ADMINISTRATION – Delaware County shall be responsible for the administration of this project.

5) Delaware County and the City of Earlville agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against either party or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The parties agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by either party, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING – Delaware County will initially bear all costs of construction of the City of Earlville's portion of D22. Delaware County will invoice the City of Earlville as construction progresses and the County's Farm to Market fund shall be reimbursed within 30 days of the date of the invoice.

8) MAINTENANCE - The City of Earlville will be responsible for maintaining the improvements under their jurisdiction after the contract work has been accepted by the County and final payment made to the Contractor.

Signed on this 18th day of November A.D. 2019

Board of Supervisors
Delaware County, Iowa

Shirley E. Helmrichs, Chairperson

Jeff Madlom, Supervisor

Pete Buschmann, Supervisor

DELAWARE COUNTY OFFICIAL SEAL IOWA

ATTEST:

Carla Becker
Delaware County Auditor

Signed on this 4th day of November A.D. 2019

City of Earlville
Earville, Iowa

Dan Wheeler, Mayor

Dale Smock, Council Member

Shannon Richardson, Council Member

Jim Salow, Council Member

Ed Gibbs, Council Member

Rick Hillebrand, Council Member

ATTEST:

Linda Gaul
City of Earlville Clerk