Book 2023 Page 626
Document 2023 626 Type 06 006 Pages 5
Date 3/23/2023 Time 11:29:07AM
Rec Amt $.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer's Name: Dubuque County Engineer Address: 1225 Seippel Road, Dubuque, Iowa 52002 Telephone: (563) 557-7283
Return To: Dubuque County Engineer Address: 1225 Seippel Road, Dubuque, Iowa 52002 Telephone: (563) 557-7283

Grantor: Dubuque County, Iowa Grantee: Delaware County, Iowa

28E Agreement Regarding Maintenance of Portable Traffic Lights Purchased Under a Traffic Safety Improvement Program Grant from the Iowa Department of Transportation

This agreement made and entered into by and between Dubuque County, Iowa and Delaware County, Iowa.

WHEREAS, Dubuque County, Iowa, and Delaware County, Iowa, are public agencies as is defined by Chapter 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, Dubuque County submitted an application to the Iowa Department of Transportation for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2022-45 on December 14, 2021, see attached agreement; and

WHEREAS, Dubuque County is responsible for the purchase of portable traffic signals to be used countywide in Dubuque County and Delaware County and the development of a sharing agreement, per Iowa Code Chapter 28E; and

WHEREAS, all County Boards of Supervisors have informed themselves as to the proposed equipment purchase and sharing agreement.

IT IS NOW AGREED that Dubuque County and Delaware County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the purchase, use and maintenance of the portable traffic lights;

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

1. SCOPE OF WORK - Dubuque County desires to purchase portable traffic lights, pursuant to the above mentioned TSIP agreement, that will be jointly owned and used by both Counties.

   This agreement shall set forth an equitable agreement concerning financial and maintenance responsibilities for each party for the use and ownership of the portable traffic lights.

a. All purchase costs of the portable traffic lights shall be covered by the TSIP agreement.
b. Dubuque County shall bear future repair costs of the portable traffic lights.
c. Each County shall be responsible to conduct routine maintenance on the lights at their own expense while in their possession and as recommended by the manufacturer.
d. Each County shall be responsible for repair on the lights as their own expense as a result of damage while in their possession.
e. Each County shall be responsible for replacement of the lights at their own expense as a result of damage where the cost to repair the lights is greater than the value of the lights at the time the damage occurs.
f. Each County shall list the portable lights to be covered by their respective insurance policies.
g. Each County shall be responsible to pick up and transport the unit to their jobsites as needed at their own expense.
h. Each County shall be responsible for their own costs for traffic signs and cones/channelizers associated with the use of the portable traffic lights.

2. Once the portable traffic lights have reached their useful life and must be replace, as determined by Dubuque County, Dubuque County shall retain the remaining value of the unit. The remaining value shall 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. Delaware County shall be given the opportunity to purchase the portable traffic lights directly before sale to the general public or equipment dealer is offered.

3. DURATION - This agreement shall commence on the date that each party signs this agreement and shall continue thereafter until ten (10) years after the purchase of the portable traffic lights, pursuant to the above mentioned TSIP Agreement. After said ten (10) year TSIP Agreement duration, this agreement shall be automatically renewed every July 1 for a period of one year unless terminated sooner as provided in Paragraph 8.

4. PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

5. ADMINISTRATION - Dubuque County shall be responsible for the administration of this agreement.

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

7. Dubuque County and Delaware County 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 of omissions by Dubuque County or Delaware County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

8. TERMINATION -
   a. This Agreement shall be considered binding upon Dubuque County and Delaware County for ten (10) years per the TWIP agreement and shall not be terminated until provisions of paragraph 8b are met after the original ten (10) years has passed.
   b. This Agreement may be terminated by any party upon written notice to the other parties no later than January 1st of a given year. Said termination may occur no earlier than July 1st following the notice.
   c. Upon termination, ownership of all equipment purchased pursuant to this Agreement shall revert to the party that did not initiate termination. The remaining party may maintain, sell, or dispose of the equipment in a manner that is practical and consistent with practices at the time.

IN WITNESS WHEREOF, the Counties have set their hands, for the purposes herein expressed, on the dates indicated below.

(File with the Delaware County Recorder, the Dubuque County Recorder, and the Iowa Secretary of State)

APPROVED BY: DUBUQUE COUNTY BOARD OF SUPERVISORS

Harley Pothoff, Chairperson
Dubuque County Board of Supervisors

Date: March 20th, 2023

ATTEST:

Kevin Dragotto, Dubuque County Auditor

On this 20 day of March, 2023, before me, Tanya Lux, a Notary Public, in and for the State of Iowa, personally appeared Harley Pothoff and Kevin Dragotto, to me personally known and who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in the resolution adopted by the Board of Supervisors, under Resolution No. 23-045, of the Board of Supervisors on the 20 day of March, 2023, and Harley Pothoff and Kevin Dragotto acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

TANYA LUX
Commission Number 820204
My Comm. Exp. 09/19/25

Notary Public

APPROVED BY: DELAWARE COUNTY BOARD OF SUPERVISORS

Jeff Madlom, Chairperson
Delaware County Board of Supervisors

Date March 20, 2023

ATTEST:

Carla Becker, Delaware County Auditor

On this 20th day of March, 2023, before me, Brittany Ries, a Notary Public, in and for the State of Iowa, personally appeared Jeff Madlom and Carla Becker, to me personally known and who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in the resolution adopted by the Board of Supervisors, under Resolution No. 2023-14, of the Board of Supervisors on the 20th day of March, 2023, and Jeff Madlom and Carla Becker acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

BRITTANY RIES
Commission Number 839071
MY COMMISSION EXPIRES
4-28-2025

Notary Public

RESOLUTION NO. 23-045

WHEREAS, Dubuque County has been awarded a Traffic Safety Improvement Program Funding Agreement for the purchase of Portable Traffic Control Devices for countywide use, Iowa DOT Agreement No. 2023-TS-015 for Project No. L-TSF-C031(114)--74-31; and

WHEREAS, the Portable Traffic Control Devices are to be shared with a neighboring county; and

WHEREAS, Delaware County has agreed to sharing the Portable Traffic Control Devices; and

WHEREAS, it is necessary for Dubuque County and Delaware County to enter into a 28E agreement regarding said devices to submit to the Iowa Department of Transportation Traffic Safety Improvement Program.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Dubuque County, Iowa hereby approve and direct the Chair to sign the Intergovernmental 28E Agreement between Dubuque County and Delaware County for said devices.

Adopted this 20th day of March, 2023.

Harley V Pothoff, Chair
Dubuque County Board of Supervisors

ATTEST:

Kevin Dragotto, Dubuque County Auditor

RESOLUTION NO. 2023-016

WHEREAS, Dubuque County has been awarded a Traffic Safety Improvement Program Funding Agreement for the purchase of Portable Traffic Control Devices for countywide use, Iowa DOT Agreement No. 2023-TS-015 for Project No. L-TSF-C031(114)--74-31; and

WHEREAS, the Portable Traffic Control Devices are to be shared with a neighboring county; and

WHEREAS, Delaware County has agreed to sharing the Portable Traffic Control Devices; and

WHEREAS, it is necessary for Dubuque County and Delaware County to enter into a 28E agreement regarding said devices to submit to the Iowa Department of Transportation Traffic Safety Improvement Program.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Delaware County, Iowa hereby approve and direct the Chair to sign the Intergovernmental 28E Agreement between Dubuque County and Delaware County for said devices.

Adopted this 20th day of March, 2023.

Jeff Madlom, Chairperson
Delaware County Board of Supervisors

ATTEST:

Carla Becker, Delaware County Auditor