

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

RETURN TO DALLAS COUNTY ROAD DEPARTMENT 415 RIVER STREET, ADEL, IA. 50003 515 993-4289

✓ Madison Co Secondary Roads
1105 E Court Ave
Winterset IA 50273

Joint Public Service Agreement

COMPUTER	✓
RECORDED	✓
COMPARED	_____

**MADISON COUNTY
and
DALLAS COUNTY**

This Agreement is made and entered into, by and between the Boards of Supervisors of Madison County and Dallas County, Iowa.

1. This Agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2005) as amended. This document shall consist of three (3) pages and Attachment A, which shall be considered a part of this Agreement.
2. The purpose of this Agreement is to define responsibilities for a proposed roadway project on P57 in Dallas County (refer to Attachment A). The 'Project' as referenced herein includes recycling and resurfacing the existing asphalt pavement from the Madison-Dallas County line and northerly 4700' to near the Interstate 80 interchange.
3. Madison County has scheduled several recycling/resurfacing projects during the upcoming 2006 construction season (FYE 2007). Dallas County does not have any similar work scheduled in the near future and would benefit if the 'Project' could be included in the Madison County plans that will be bid through the Iowa Department of Transportation..
4. Madison County herein agrees to:
 - a. include quantities and detail sheets, as provided by Dallas County, within the plan set that is submitted to the Iowa D.O.T. for bid letting.
 - b. reimburse the contractor for work performed on the 'Project' from the Madison County Road Department Farm-to-Market fund.
 - c. require the contractor to name Dallas County as additional insured for the 'Project'.
5. Dallas County herein agrees to:
 - a. perform all surveying, engineering and inspection on the 'Project'
 - b. provide quantities and detail sheets to Madison County for the 'Project'.
 - c. reimburse the Madison County Road Department Farm-to-Market fund directly for any construction expenditure on the 'Project'.
 - d. reimburse the Madison County Road Department directly for any administrative expenses incurred with this cooperative effort.

6. Dallas County shall defend, indemnify and hold harmless Madison County within the boundaries of the 'Project', and its officers and employees, from any and all claims, demands, or causes of action including costs of litigation and attorney's fees, which the latter party may incur or which may be imposed for injury to or death of persons, or damage to property (real or personal), or any other manner of injury or damage, caused by the 'Project'.
7. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased and each party shall finance its own operations for the duties required pursuant to this Agreement.
8. The Madison County Engineer and the Dallas County Engineer shall administer the performance of this Agreement.
9. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for that action, at least thirty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail. Any existing 28E agreement between Madison County and Dallas County is not affected by this Agreement.
10. In the event of a breach by either party of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

EXECUTION OF AGREEMENT

The parties shall approve the Agreement by resolution of their respective Boards, which shall authorize the execution of the Agreement. It will then be filed in the offices of the Iowa Secretary of State and the Dallas County Recorder, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded. The duration of the Agreement is for a period of one year from the effective date and shall be terminated at that time.

This is the entire Agreement between the parties and it may be amended only upon the agreement of both parties and only in writing. The laws of the State of Iowa apply to this Agreement.

In witness thereof, the Madison County and Dallas County Boards of Supervisors have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original.

Executed by the Madison County Board of Supervisors 17 day of January, 2006

Cy McDonald
Cy McDonald, Chairman

Attest: Joan Welch
Joan Welch, Auditor

Executed by the Dallas County Board of Supervisors _____ day of _____, 2006

Mark A. Hanson
Mark A. Hanson, Chairman

Attest: Gene Krumm
Gene Krumm, Auditor

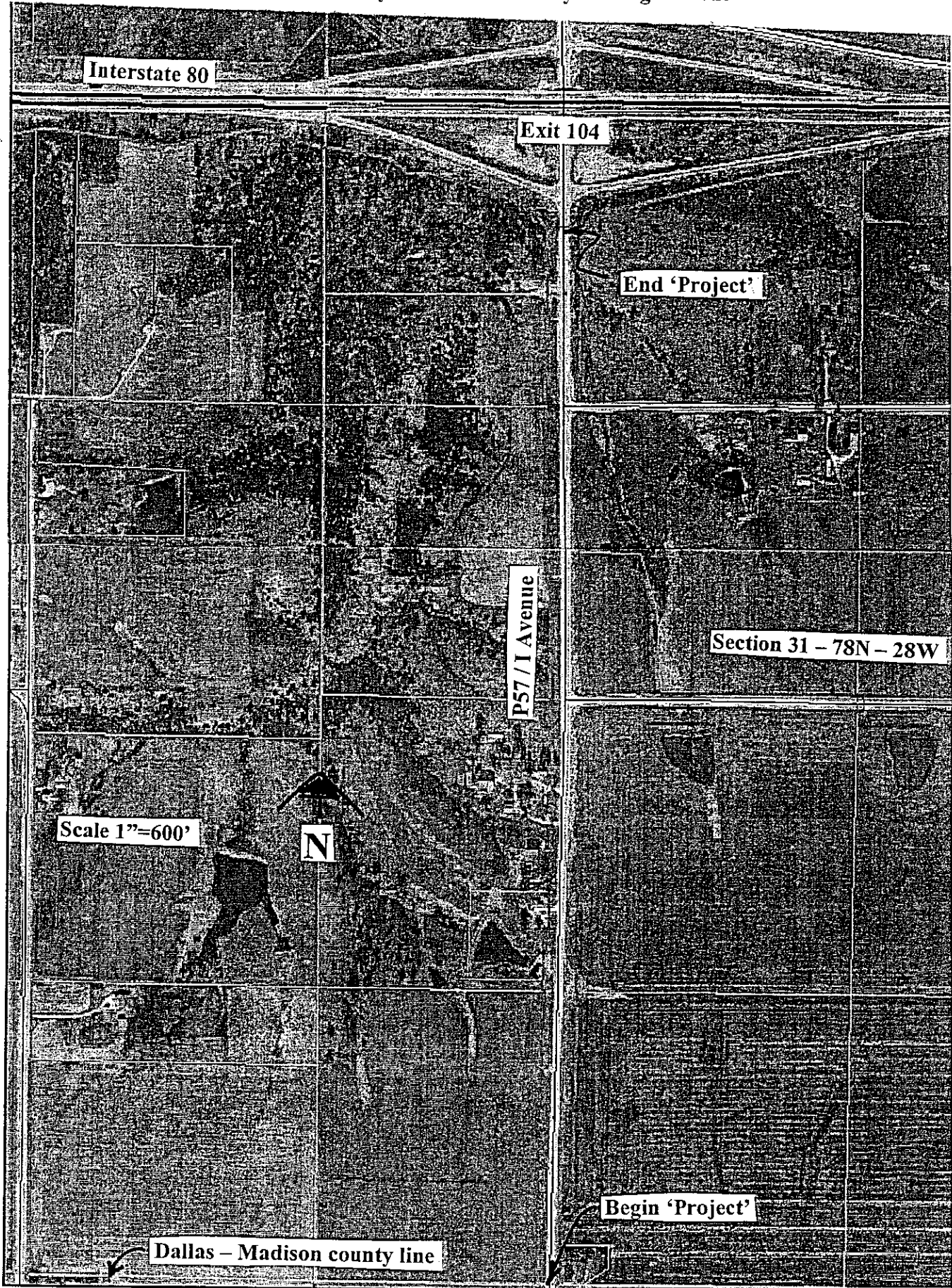
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Section 28E.8, 2005 Code of Iowa
Filed with the Secretary of State of Iowa
This ____ day of _____, 2006
By _____
Title _____

Filed with the Dallas County Recorder
Book _____, Page _____
This ____ day of _____, 2006
By _____
Title _____

ATTACHMENT A

Madison County and Dallas County 28E Agreement



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