AGREEMENT

This Agreement made and entered into by and between Madison County, Iowa and the City of Macksburg, Iowa. Hereinafter call the County and City respectively.

WHEREAS, it is necessary for the City to comply with certain statutory provisions of the Code of Iowa.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. The City expressly agrees that the County shall be the contracting authority for all grading work done within the corporate limits on that portion of the urban extension of County Highway P-53 a/k/a on East Street from a point 884 feet North of North Street to the North corporate line.

2. The County shall do all necessary engineering and construction inspection within the corporate limits of the City.

3. The County shall develop plans for all work within the corporate limits of the City as requested by the City.

4. All work shall be done in strict compliance with the plans developed by the County and approved by the City.

5. Any required deviation from the plans must have prior approval from the City.

6. All costs applicable to the City as set forth in this Agreement shall be paid by the contracting authority.

7. Since this project may be partly financed with Federal Aid Funds, the grant of which requires that the Iowa Department of Transportation and County comply with federal laws and regulations with respect thereto, the City agrees to take such action as may be necessary to comply with such federal laws and regulations. The City agrees that within the limits of the proposed paving where the City or utility companies may be digging ditches prior to the proposed surfacing, the City will require that all backfilling and compaction of ditches shall be made in accordance with the current Standard Specifications of the Iowa Department of Transportation. The work to be subject to the approval of the County Engineer.

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
No Fee

8. Upon completion of the project, the City agrees that:

   a. any changes in the physical features of the project will be authorized only after approval has been secured from the County Engineer; and

   b. the City will furnish and erect all signing in accord with the Manual on Uniform Traffic control Devices for Iowa Streets and Highways.

9. Initial crushed stone surfacing for the new grade shall be paid for and administered by the County. Future maintenance shall be administered as directed by the Agreement between the City and County dated May 3, 1977.

10. The parties agree that, after execution, this Agreement shall be filed with the Secretary of State of the State of Iowa and the Madison County Recorder in accordance with the provisions of the Code of Iowa, Section 28E.8 (1985);

11. The parties hereto shall approve this Agreement by resolution which shall authorize the Mayor and Clerk of the City and the Supervisors of the County to execute this Agreement.

12. The City shall hold the County harmless from all third party claims for the City's negligent or willful acts or omissions arising out of this Agreement and shall indemnify the County pursuant to this Agreement for such liability plus the County's costs including reasonable attorney fees.

Dated this 21 day of February, 1986.

MADISON COUNTY, IOWA

BY _____

BY _____

BY _____

ATTEST _____
(Auditor)

SEAL

CITY OF MACKSBURG, IOWA

BY _____
(Mayor)

ATTEST _____
(Clerk)

SEAL