

AGREEMENT BETWEEN WOODBURY COUNTY AND THE CITY OF
PIERSON, IOWA

PATRICK F. GILL
WOODBURY COUNTY
CLERK & RECORDER &
M. OF ELECTIONS

This Agreement is entered into on this 25th day of June, 2019 by and between Woodbury County, Iowa, hereafter referred to as "County", and the City of Pierson, Iowa, hereafter referred to as "City", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:


1. Woodbury County is preparing plans for a project to replace a corporate line bridge, designated as project number BRS-SWAP-6012(601)--FF-97, for the 4th Street/County Route D12 bridge over an unnamed creek, designated with FHWA Structure No. 354765 and hereafter referred to as the "Project".
2. The County will be the administrating and contracting authority for this Project. All rights of the County under the construction contract within the corporate limits of the City shall inure to the benefit of the City as if it was also the contracting authority, except for any penalty that may be assessed the Contractor due to late performance of the contract work.
3. The Office of the Woodbury County Engineer shall be responsible for all office and field engineering services in connection with Project. The Project shall be constructed in accordance with the standards of the Iowa Department of Transportation and in compliance with Iowa DOT funding agreements. The County shall inspect the project for compliance of said standards and requirements.
4. The City, to the extent required by law, agrees to indemnify the County, its officials and employees for any resulting damages related to the project which are caused by the City that are assessed against the County or its officials and employees, and for any resulting costs associated with the damages related to the project which are caused by the City which the county or any of its officials or employees become liable to pay third parties, other than the amount due the Contractor under the construction contract. The County, to the extent required by law, agrees to indemnify the City, its officials and employees for any resulting damages related to the project which are caused by the County that are assessed against the City or its officials and employees, and for any resulting costs associated with the damages related to the project which the City or any of its officials or employees become liable to pay third parties.
5. The County shall be responsible for procuring all permits and approvals that are necessary to construct this project.
6. The County shall be responsible for signing within the limits of this Project and shall properly place all necessary advance warning and detour signs.
7. At the time that construction of the Project is completed and upon written notice of completion by the County, the City shall conduct its own inspection and report any perceived problems to the Woodbury County Engineer within ten (10) days of receiving

notice. The City waives any and all claims of problems to the project not provided to the County Engineer thereafter.

8. Upon final acceptance of the Project, continuing maintenance on the road within the corporate limits will be in compliance with the 2004 Chapter 28E agreement signed by the city and county.
9. The City of Pierson will not be asked to any make financial contribution to the cost of the bridge replacement project. The County shall pay the 20% local match for the project and all costs exceeding the \$1,000,000 in city bridge funds for the project from its Farm to Market funds for bridge replacement and costs associated with the bridge replacement project. The bridge replacement project is deemed to be the work and cost of said work to replace the bridge and replace bridge approaches and pavement up to the bridge necessary to connect the bridge to the existing roadway. The county will not be responsible for the cost of any sidewalks, trails, utility extension or other requested work beyond that work which is necessary to maintain a stream crossing on county route D12/4th Street.
10. The terms of this agreement shall be in perpetuity or until such time as the project is complete, accepted by the county board of supervisors and approved by Iowa DOT and all obligations contained in this Agreement are fully complied with.

11. The Agreement may be amended from time to time by written agreement of both parties.

WOODBURY COUNTY

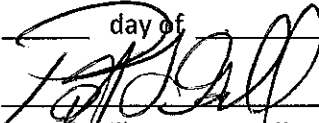


Keith Radig, Chairperson, Board of Supervisors

6/25/19

Date

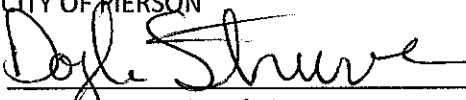
I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly included in the minutes of the meeting on the _____ day of _____, 2019



Patrick Gill, County Auditor

Date

CITY OF PIERSON

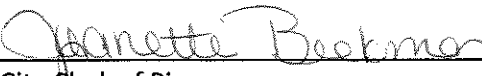


Doyle Struve, Mayor, City of Pierson

6/17/19

Date

I, Jeanette Beekman, certify that I am the Clerk of the CITY, and that Doyle Struve Who signed said Agreement for and on behalf of the CITY was authorized to execute the same by virtue of a formal Resolution passed and adopted by the CITY, on the 17 day of June, 2019.



City Clerk of Pierson

6/17/19

Date