

GRUNDY RESOLUTION NO. _____
HARDIN RESOLUTION NO. _____
BETWEEN GRUNDY COUNTY AND HARDIN COUNTY ON
HMA RESURFACING 3 MILES OF COUNTY HIGHWAY S75

WHEREAS, THIS AGREEMENT made and entered into this ____day of_____, 2021, by and between Grundy County, Iowa, (hereinafter "Grundy"), and Hardin County, Iowa, (hereinafter "Hardin"), WITNESSETH:

WHEREAS, the Parties hereto are separate governmental units within the State of Iowa as defined by Section 28E.2, Code of Iowa; and

WHEREAS, Section 28E.3, 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, both Parties are responsible for maintaining the public streets and highways within their respective jurisdictions; and

WHEREAS, the Parties hereto are in agreement authorizing Hardin to administer and submit for letting of contract documents for the asphalt resurfacing of County Highway S75 (hereinafter "Project") through Hardin's Farm to Market Account on behalf of both Parties.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:

1. Hardin will administer said project and will be the contracting authority per Iowa Dept. of Transportation, on behalf of Grundy and Hardin. Said project is anticipated for construction in 2022.
2. Project is located on County Highway S75 from 340th Street north to 310th Street.
3. Grundy's Farm-to-Market account shall reimburse Hardin's Farm-to-Market account for 50% of construction project costs, incurred by Hardin associated with said project within 5 years of final completion of said project, either as a lump sum or in annual installments. Final completion is defined as the date in which the final payment voucher is paid.
4. Hardin shall be responsible for performing all planning, survey, engineering, contracting administration, and inspection of the project without reimbursement.
5. Hardin has prepared an engineer's estimate of \$1,000,000 for construction costs for S75 work consisting of Hot Mix Asphalt (HMA) Overlay.
6. Hardin and Grundy agree to save and indemnify and keep harmless, each other against all liabilities, judgements, costs, and expenses which may in any way come against either County or which in any way result from carelessness, neglect, omissions, or any acts of either party or its agents, employees, or workmen in any respect whatsoever.
7. Each party to this Agreement warrants that the execution of the Agreement, in two original copies, has been authorized by the Board of Supervisors of Grundy and Hardin.

- GRUNDY COUNTY -

- HARDIN COUNTY -

Heidi Nederhoff, Chairperson
Grundy County Board of Supervisors

BJ Hoffman, Chairperson
Hardin County Board of Supervisors

ATTEST:

ATTEST:

Grundy County Auditor

Hardin County Auditor

Date

Date