

RESOLUTION #204

COUNTY LINE AGREEMENT

THIS AGREEMENT made and entered into by and between Worth County, Iowa, and Mitchell County, Iowa, in accordance with the provisions of Chapter 28E and Section 309.68, Code of Iowa. The purpose of this Agreement shall be to define the duties and responsibilities of adjoining Counties with regard to construction and maintenance of County line roads between their respective jurisdictions, and roads under each COUNTY's jurisdiction which are wholly within one COUNTY but provide road access to the adjoining COUNTY, due to discontinuation or legally placed restrictions.

It is hereby AGREED as follows:

1. Each COUNTY's jurisdiction of the roads included within the scope of this Agreement shall be as shown in color code on a map which is attached to and hereby becomes a part of this Agreement.*
2. Construction projects on County line roads shall be considered on an individual project by project basis and shall be agreed to by separate Agreement, and be budgeted and programmed in the same year by both COUNTIES. The COUNTY having jurisdiction of the major part of the project in terms of miles shall be responsible for performing all planning, surveying, engineering, contracting, and inspection of the project without reimbursement. The actual construction costs shall be split as agreed between the two COUNTIES.
3. Routine maintenance shall include surface blading and dragging, snow and ice removal, tile line repair, ditch cleaning, cutting of trees and brush, weed eradication, placement and maintenance of traffic control devices including signs, minor repair of bridges and culverts, spot patching of granular surfaced roadways, minor pavement repair, shoulder and pavement edge rut repair, pavement marking, and other maintenance usually performed on secondary roads. The COUNTY with jurisdiction shall be responsible for routine maintenance without reimbursement.
4. Major maintenance shall include resurfacing of granular surfaced roadways, pavement patching and shoulder and

* Each County's jurisdiction of roads included within the scope of this Agreement shall be as follows:

Worth County: Roads along the east line of SE $\frac{1}{4}$ of section 24-98-19 North 8 miles to NE $\frac{1}{4}$ of section 13-99-19.

Mitchell County: Roads along the west line of SE $\frac{1}{4}$ of section 39-98-19 North 2 miles to NE $\frac{1}{4}$ section 25-98-19 from SE $\frac{1}{4}$ sec 12-99-19 North 7 miles to NE $\frac{1}{4}$ of section 12-100-19.

pavement edge rut repair in which material costs exceed \$10,000.00 per mile, bridge and culvert repair in which material costs exceed \$10,000.00, new tile line crossings and required dust control. The COUNTY with jurisdiction shall be responsible for major maintenance decisions and performance, and shall be reimbursed upon proper itemized billing by the adjoining COUNTY for one-half of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include but not be limited to materials, equipment rental, labor and third party contracts.

5. Major maintenance on roads wholly within one COUNTY and under the jurisdiction of the adjoining COUNTY shall be performed by the COUNTY with jurisdiction. Reimbursement shall be made upon proper itemized billing for the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include, but not be limited to, materials, equipment rental, labor and third party contracts.
6. Each COUNTY shall acquire without reimbursement any right of way necessary for construction or maintenance that lies in their respective COUNTY. Right of way acquisition shall be made in a timely manner.
7. Approval and installation procedures for new driveways and entrances shall be the responsibility of the COUNTY with jurisdiction.*
8. All maintenance practices and procedures utilized on roads within the scope of this Agreement shall be in accordance with the established policy of the COUNTY with jurisdiction.
9. All traffic control devices on roads included within the context of this Agreement shall comply with the current Signing Manual referenced under Administrative Rule 761--Chapter 130. Regulatory signs or devices shall be established by resolution of the COUNTY in which the sign or device is located.
10. It is agreed that the COUNTY of jurisdiction shall have full responsibility for the public right of way including third party liability claims except for reimbursement of construction and major maintenance costs pursuant to this Agreement. The COUNTY of jurisdiction shall hold the other COUNTY harmless for all damages and costs related to the negligent acts or omissions of the COUNTY lacking jurisdiction under this Agreement.
11. The COUNTY having jurisdiction shall inspect and post bridges in accordance with the National Bridge Inspection Standards.

* Policy varies widely between Counties. New entrance Policy must be tailored so that the County having jurisdiction does not have conflict with it's own Policy.

12. This Agreement may be terminated by either party upon written notification on or before July 1,* each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this Agreement shall continue for the succeeding year.
13. The County Engineer of each COUNTY shall be the administrator for his/her respective COUNTY and shall be responsible for consultation with the respective Board of Supervisors in matters relating to this Agreement and shall administer this Agreement after such consultation in accordance with the provisions set forth herein.
14. Nothing in this Agreement shall be construed as to prohibit the Administrator from hiring a third party to perform any work associated with this Agreement.

* Or other date agreed upon.

IN WITNESS THEREOF, the parties hereto have set their hands, for the purpose herein expressed.

SIGNED THIS 6th day of Feb, 1989.

Worth County, Iowa

BOARD OF SUPERVISORS

Beverly Pangborn
Chairman

Jack Hanna
Gary Culgeand

Members

ATTEST:

County Auditor

SIGNED THIS 6th day of February, 1989.

Mitchell County, Iowa

BOARD OF SUPERVISORS

Don Vandiffler
Chairman

Edna McCarty
Gene Meyer

Members

ATTEST:

Sandra Heckstein
County Auditor

Section 28E.8 of the Code of Iowa, Filing and Recording

Filed with the Secretary of State of Iowa

this ____ day of _____, 19____.

By _____

Title _____

Filed with the _____ County Recorder

this ____ day of _____, 19____.

Book _____, Page _____

By _____

Title _____

Filed with the _____ County Recorder

this ____ day of _____, 19____.

Book _____, Page _____

By _____

Title _____

Administrator--Code Section 28E.6(1)
Filing and Recording--Code Section 28E.8