

12a

AGREEMENT BETWEEN WOODBURY COUNTY AND THE FARMERS DRAINAGE DISTRICT

This Agreement is entered into on this 7th day of May, 2024 by and between Woodbury County, Iowa, hereafter referred to as "County", and Farmers Drainage District, hereafter referred to as "District", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:

1. The Farmers Drainage District is preparing plans for a project designated as '280th Street/Lateral H hereafter referred to as the "Project". This Project involves drainage improvement to the lateral ditch/county road ditch and the replacement of culverts within the lateral.
2. The District will be the contracting authority for this Project. The District shall comply with all Iowa public bidding requirements for the project, as applicable. All rights of the District under the construction contract with the County shall inure to the benefit of the County 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. Said penalty for late performance shall be split between the County and the District to compensate them for the extra costs they incur as a result of the delay.
3. Veenstra and Kimm, serves as Drainage Engineer for the Farmers Drainage District, herein after referred to as "Engineer", shall be responsible for all design engineering services in connection with Project. The Engineer shall provide elevation references along the lateral for use by county construction inspection staff.
4. The Project shall be constructed in accordance with the plans and specifications approved for the Project. The County Engineer's Office shall inspect all project work for compliance of said plans and specifications. Monthly, the County Engineer's Office shall submit to the district actual quantities installed per plans for payment to the contractor.
5. The District shall be responsible for procuring all permits and approvals that are necessary to construct this project. The District shall comply with all Iowa public bidding requirements in securing bids for this project.
6. The County shall be responsible for road and construction signing within the limits of this Project and shall properly place all necessary advance warning signs.
7. At the time that construction of the Project is completed and upon written notice of completion by the County, the District and County shall conduct a joint inspection and report any perceived problems to the County Engineer within ten (10) days of receiving notice of completion.
8. The District shall acquire all right of way necessary for the construction of the project. The district and the County agree to split the right of way costs for land acquisition on a 50%-50% basis.

9. The County agrees to pay the costs for all county crossroad culverts replaced in the course of the project. Said culverts shall be constructed by the contractor as part of the Project contract. The County will pay 100% of the cost of county crossroad culverts. For the culvert crossing County Road K42, the County will pay all related costs for pavement and culvert removal, excavation of the road embankment, replacement of the pavement and other related costs necessary for the replacement of this culvert. The replacement of gravel road cross culverts will include all related costs for culvert removal, excavation and installation of the new culvert, including replacement of gravel surfacing. Said culverts shall be replaced on grade as designated by the Engineer.
10. The County and the District shall split the cost of ditch excavation, road and shoulder reconstruction, shouldering, etc. on a 50%-50% basis. Said participation in construction costs shall be up to the estimated cost prepared by the Engineer on June 8, 2023, herein attached to the agreement plus a 15% contingency. Should bid prices or expenses exceed said amount, the Engineer shall notify the County Engineer and receive authorization from the Board of Supervisors for the additional expense.
11. The County will not pay costs of driveway culverts or repairs to said culverts.
12. The District shall pay all design engineering costs as part of the project. The County will program the Project work in the accomplishment year as part of its FY 2025 Five Year Construction Program with the payment for any and all completed work budgeted for payment after July 1, 2024.
13. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
14. Neither Party waives any right or remedy which may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by either Party, and after giving the other reasonable notice and opportunity to-cure the breach, the Parties may initiate any action or procedure to protect its interests.
15. The Agreement may be amended from time to time by written agreement of both parties.
16. The Agreement does not waive either party's sovereign immunity as to third parties.

WOODBURY COUNTY



Matthew Ung, Chairperson, Board of Supervisors

5-7-24
Date

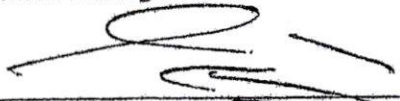
I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly included in the minutes of the meeting on the _____ day of _____, 2024.



Patrick Gill, County Auditor

5-7-24
Date

Farmers Drainage District



Chair, Farmers Drainage District

4.18.24
Date

I, Barb Parker, certify that I am the Clerk of the DISTRICT, and that Gary Walters

Who signed said Agreement for and on behalf of the DISTRICT was authorized to execute the same by virtue of a formal Resolution passed and adopted by the DISTRICT, on the 18th day of April, 2024.

Barbara Parker

Drainage District Clerk

April 18, 2024
Date