AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

And

CITY OF ANKENY, IOWA

THIS AGREEMENT is entered into by and between the Polk County Board of Supervisors, on behalf of Polk County, hereinafter referred to as the "County", and the City of Ankeny, hereinafter referred to as the "City".

1. This agreement shall consist of six (6) pages and Attachments A, B, C, and D which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until terminated or amended by either party.
3. The purpose of this Agreement shall be listed in Attachment A.
4. Duties of the County shall be listed in Attachment B.
5. Duties of the City shall be listed in Attachment C.
6. Attachment D is a map showing the roads described in Attachments B and C.
7. "Routine Maintenance" shall be defined as the following on joint jurisdictional roadways; replenishment of granular material, surface blading and dragging, removal of snow and ice from not more than two traffic lanes and shoulders, frostboil repairs on granular surfaced roadways, replacement of pavement markings, street sweeping, mowing of shoulders and foreslopes, and other minor maintenance, usually performed on public roadways.

8. Unless the parties agree to complete Major Maintenance of a roadway by separate written agreement, "Major Maintenance" shall be defined as the following and will remain the responsibility of the party having jurisdiction of the road and right-of-way; repair and installation of traffic control signs and devices, cutting of trees and brush, weed eradication, mowing, ditch cleaning, pavement patching and repair, dust control, maintenance or repair of tile lines, storm sewers, and entrance culverts, cross-road culverts, sanitary sewers or subsurface utilities, major bridge and culvert repair, repair of guardrails, pavement repair including potholes and patching, and edgerut and shoulder repairs.

9. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.

10. "Roads" and "streets" are synonymous terms as used in this Agreement.

11. No major maintenance shall be performed on the other party's roads by the party with maintenance responsibility until a separate written agreement for that work is executed by the parties.

12. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate written agreement.

13. The party with maintenance responsibility shall perform routine maintenance in conformance with the terms of the Agreement on the roads designated in Attachments B and C.

14. All maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets within its boundaries, except that the other party may request performance of routine maintenance functions at specific locations in response to maintenance needs which are brought to the attention of the party by the public. In the event that requests for routine maintenance are not completed within three days of the time an oral request is made, the requesting party, after giving at least two day written notice by registered mail to the party

with maintenance responsibility, shall perform the routine maintenance and bill the party with maintenance responsibility. Reimbursement shall be made upon receipt of an itemized billing.

15. Each party shall be responsible for the establishment, erection and maintenance of any and all traffic control devices, signs and markings of a regulatory or informative nature, on or near streets within the party's boundaries, except maintenance of pavement markings, or as detailed in this agreement. The party with maintenance responsibility shall promptly inform the other party of any known damage to any traffic control device.

16. This Agreement does not relieve the party within the boundaries of which a street lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a street prior to this Agreement.

17. Nothing in this Agreement shall be construed as prohibiting the party with maintenance responsibility from hiring a third party to perform any work associated with this Agreement. In such instances the party with maintenance responsibility shall obtain a written hold harmless agreement from the third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance.

18. Each party retains full responsibility for acquisition of right-of-way across land which lies within the boundaries of that party.

19. Each party retains responsibility for approval of new driveways or entrances which lie within the boundaries of that party.

20. The Polk County Public Works Director shall administer performance of this Agreement.

21. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.

22. In the event of a breach by the County or the City of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

23. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.

24. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20___.

Polk County, Iowa
Board of Supervisors

Attest_____
Auditor

_____
Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Ankeny has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20___

City of Ankeny, Iowa

Attest_____

_____
Mayor

ATTACHMENT A

The purpose of this Agreement is to specify which party shall maintain which roads where the roads are on the boundaries of the parties or extend into the boundary of one of the parties.

ATTACHMENT B

Duties of the County

The County shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
NW 26 St	Hwy 415	South to City Limits	0.18	0.09	0.09
NW 6 Dr	2 Sections South of NW 16 St		0.11	0.05	0.06
NE 66 Ave	NE 22 St	West to City Limits	0.49	0.24	0.25
NE 22 St	NE 66 Ave	South to City Limits	0.51	0.10	0.41
NE 78 Ave	NE 29 St	East to City Limits	0.32	0.16	0.16
NE 72 Pl	Hwy 415	NE 2 St	0.16	0.08	0.08
NW 4 St	SW Polk City Dr	South to City Limits	0.43	0.22	0.21
NE 2 St	NW 72 Place	NE 70 Ave	0.26	0.13	0.13
NE 70 Ave	NE 2 St	East to City Limits	0.43	0.22	0.21
NE 62 Ave	NE 29 St	East to City Limits	0.25	0.02	0.23
NE 29 St	NE 62 Ave	NE 54 Ave	1.00	0.37	0.63
NE 54 Ave	NE 29 St	Interstate Bridge	0.76	0.13	0.63
NE 70 Ave	Old RR Xing	East to City Limits	0.13	0.07	0.06
NE Berwick Dr	NE 78 Ave	N. To City Limits	0.78	0.58	0.20
NE 22 St	NE 118 Ave	N to City Limits	0.25	0.13	0.12
NE 29 St	NE 110 Ave	N to City Limits	0.50	0.25	0.25
NE 38 St	NE 102 Ave	NE 94 Ave	1.00	0.50	0.50
NE 94 Ave	NE 29 St	NE 38 St	1.00	0.50	0.50
NE 19 Lane	Oralabor Rd	S. to City Limits	0.10	0.01	0.09
NW 118 Ave	NW 16 St	E to City Limits	0.75	0.38	0.37
NE 72 Ave.	NE 14 St	W. to Dead End	0.19	0.14	0.05
		TOTALS	**9.60**	**4.37**	**5.23**

The County shall provide routine maintenance without reimbursement on the following sections of gravel roads:

ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
NE 102 Ave	NE 29 St	NE 38 St	0.86	0.43	0.43
NW 110 Ave	W City Limits	NW 16 St	1.25	0.63	0.62
		TOTALS	**2.11**	**1.06**	**1.05**

Total City miles by the County:	Paved	5.23
	Gravel	1.05
	Total Miles	6.28

ATTACHMENT C

Duties of the City

The City shall provide routine maintenance without reimbursement on the following sections of paved roads:

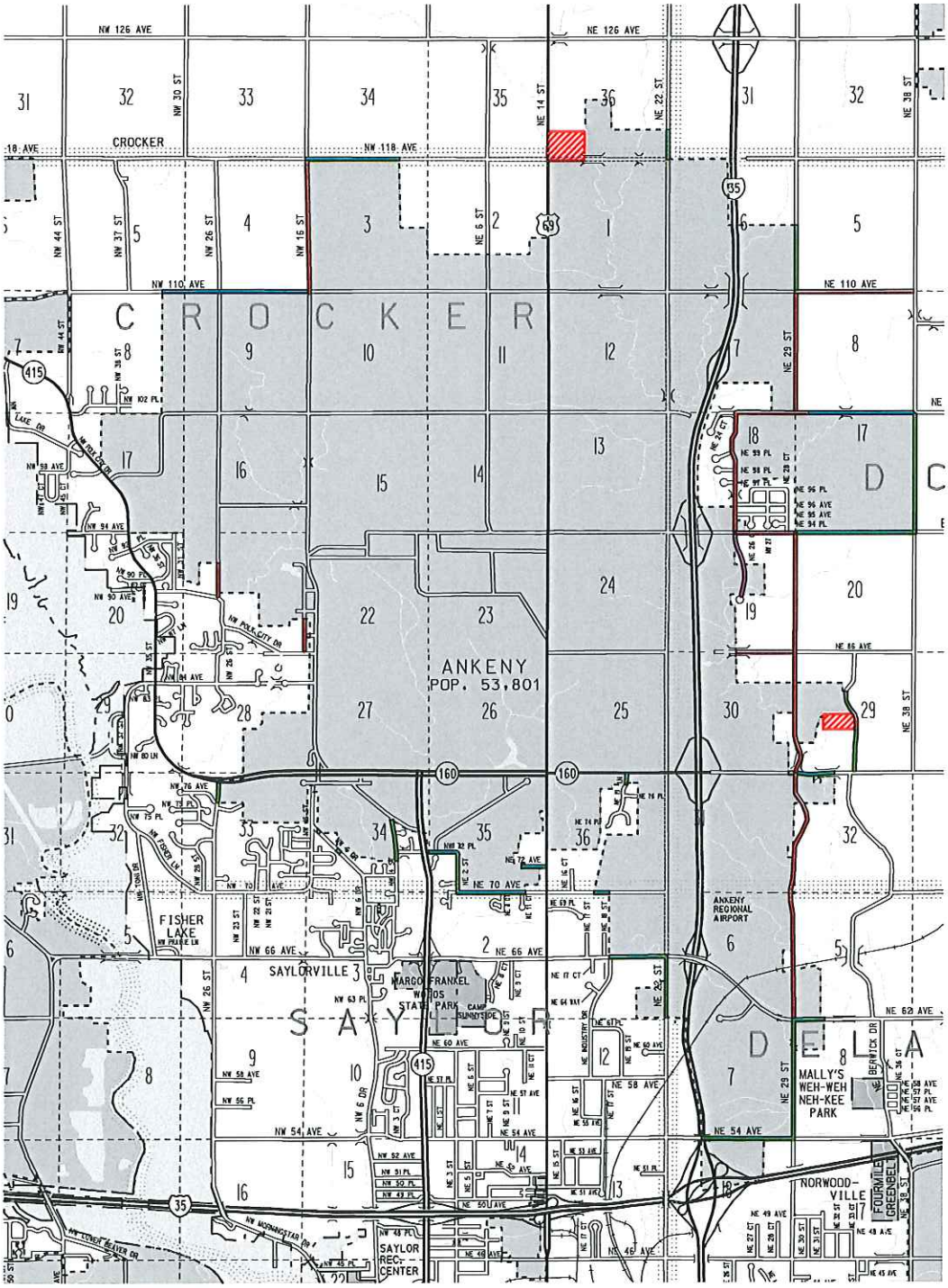
ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
Irvinedale Frontage	Off of NW 16 St		0.22	0.22	0.00
NE 29 St	NE 78 Ave	NE 62 Ave	2.07	0.50	1.57
NE 29 St	NE 78 Ave	NE 94 Ave	2.04	1.60	0.44
NE 86 Ave	NE 29 St	West to City Limits	0.40	0.40	0.00
NW 26 St	City Limits	NW Polk City Dr.	0.28	0.15	0.13
NE 110 Ave	NE 29 St	NE 38 St.	1.00	1.00	0.00
NE 94 Ave	NE Frisk Dr	NE 29 St	0.50	0.45	0.05
NW 16 St	NW 110 Ave	NW 118 Ave	1.10	0.55	0.55
NE 29 St	NE 102 Ave	NE 110 Ave	1.00	0.50	0.50
NE 102 Ave	NE 29 St.	E. to End of Pvmt	0.14	0.07	0.07
NE 102 Ave	NE Frisk Dr	NE 29 St	0.50	0.14	0.36
NE Frisk Dr	NE 94 Ave	NE 102 Ave	1.00	0.52	0.48
		TOTALS	**10.25**	**6.10**	**4.15**

The City shall provide routine maintenance without reimbursement on the following sections of gravel roads:

ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
NE Frisk Dr	NE 94 Ave	South to Curve	0.25	0.20	0.05
		TOTALS	**0.25**	**0.20**	**0.05**

Total County miles by the City:		
	Paved	6.10
	Gravel	0.20
	Total Miles	6.30

ATTACHMENT "D"



PAVED BY POLK CO.

GRAVEL BY POLK CO.

PAVED BY CITY

GRAVEL BY CITY

NORTH

NO SCALE

File Name: K:\Maps\28E\2016\Ankeny Attach D.dgn Model Name: Default Date: 9/16/2016 11:07AM
Plotted by KLB