

**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, Iowa, hereinafter referred to as the "County", and the City of Ankeny, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E 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 the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of this Agreement is listed in Attachment A.
4. The duties of the County are listed in Attachment B.
5. The duties of the City are listed in Attachment C.
6. Attachment D is the estimated cost of the project.
7. Attachment E is a map of the project location.
8. The County shall be the lead agency for carrying out the terms of this agreement.
9. Polk County Public Works shall administer performance of this Agreement for the County.

10. Any 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 parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the Agreement.
11. In the event of a breach by any entity of this Agreement, that 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.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. 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

By: \_\_\_\_\_  
Chairperson

Attest \_\_\_\_\_  
Jamie Fitzgerald, Polk County Auditor

**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

by: \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

## ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between the County and the City for proposed 2019 Street Improvements.

Street improvements to consist of the following:

1. Street improvements consisting of construction of a 2.25 inch Hot Mix Asphalt (HMA) pavement on NE 29<sup>th</sup> St. (SE Fourmile Drive), from 0.70 miles south of NE 78 Ave. (SE Oralabor Rd.) to NE Aurora Ave. for NE 110<sup>th</sup> Avenue (NE 36<sup>th</sup> St), north to NE 118<sup>th</sup> Avenue for 3.90 miles. Of this, 1.90 miles is 50% jurisdictional to the City and 0.68 Miles is 100% jurisdictional to the City.

## ATTACHMENT B

### Duties of the County

The County, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for the project without reimbursement by the City with an estimated value of \$16,833.

The labor, equipment, materials and traffic control required for the Hot Mix Asphalt Resurfacing shall be completed by a third party contractor with the County.

Upon completion of the work, the County shall prepare and forward a billing to the City for their share of the project. Final billing shall be based on actual quantities used at the current contract unit prices.

### ATTACHMENT C

The City shall promptly upon receipt of the billing from the County, make payment direct to the County's contractor for their share of the project. Work will be completed in 2019. Payment will be due upon completion of the work and receipt of the billing, but not before July 1, 2019.

## ATTACHMENT D

### Cost Estimate

#### 1. HMA Resurfacing of NE 29<sup>th</sup> Street (NE Fourmile Drive)

Total Project length of 3.90 miles with 2.25" HMA resurfacing, 24 feet wide, with 3' wide HMA shoulders and 2' wide granular shoulders with an estimated 2019 cost of \$180,000/mile. Project Cost = 3.90 mile @ \$180,000/mile = \$702,000

Total length of project by jurisdiction:

	<u>County</u>	<u>City</u>	
100% City		0.68 Miles	
50% City/County	0.95 Miles	0.95 Miles	
<u>100% County</u>	<u>1.32 Miles</u>		
Total Mileage by Jurisdiction	2.27 Miles	1.63 Miles	= 3.90 Miles

County's Estimated Cost Share = 2.27 miles @ \$180,000/mile = \$408,600

City's Estimated Cost Share = 1.63 miles @ \$180,000/mile = \$293,400  
\$702,000



