

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, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as the "County", and the City of Ankeny, a municipal corporation within the County of Polk, State of Iowa, 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 a map of the project location.
7. The County shall be the lead agency for carrying out the terms of this agreement.
8. Polk County Public Works Department shall administer performance of this Agreement on behalf of the County. Ankeny Public Works Department shall administer performance of this Agreement on behalf of the City.

9. 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.
10. 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.
11. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
12. 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 the construction and maintenance of a temporary roadway across the City's NW 18th Street road right-of-way that connects the existing NW 38th Street (on the north) in the County jurisdiction, to NW Cypress Avenue (on the south) in the City jurisdiction, and the eventual permanent connection when the NW 18th Street Extension is constructed by the City.

This temporary connecting roadway will allow traffic flow between the North Bay Subdivision in the County and The Grove Plat 5 subdivision in the City for the common benefit of the City, the County and their residents. Benefits include improved traffic safety, improved vehicular access, reduced travel times, and improved emergency response times.

The City, through their Public Works Department, shall review and approve the proposed improvements prior to the opening for traffic use of the temporary connecting roadway.

The temporary connecting roadway shall remain in place until the City and County jointly agree it should be removed, or until the City constructs the extension of NW 18th Street within their existing road right-of-way at this location. This proposed street project will provide a four-legged intersection that will replace the need for the temporary connecting road. The proposed NW 18th Street Extension project is currently scheduled for construction in the City's Capital Improvements Program in Fiscal Year 2023/2024.

ATTACHMENT B

Duties of the County

The County, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for construction of the temporary street connection without reimbursement by the City.

All labor, equipment, materials and traffic control required for [fence removal](#), excavation, grading, tree removals, culverts, compacted fill material, asphalt paving, pavement markings and associated improvements shall be completed by the County using their forces or a third party contractor with the County.

Upon completion of the temporary crossing, the County will install and maintain any necessary traffic control devices and maintain the crossing roadway to the same level as the County roadways within the North Bay subdivision.

ATTACHMENT C

The City shall remove all the improvements constructed by the County as part of the temporary crossing when the NW 18th Street Extension project is constructed at no cost to the County. The County shall have rights to remove and salvage any traffic control devices on the temporary crossing prior to construction of the NW 18th Street Extension project.

ATTACHMENT "D"



PROPOSED ROADWAY CONNECTION

