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Recorded By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136
& Return to:

Joint Public Service Agreement
Madison County, Iowa
And
City of Winterset, Iowa

This agreement is made and entered into, by and between Madison County, hereinafter referred to as the County, and the City of Winterset, hereinafter referred to as the City.

1. This Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E, as amended. This agreement shall consist of four (4) pages and Attachments A, B, C, D(1), D(2), and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon acceptance by both parties and shall remain in effect until terminated by one or both of the parties.
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. Gravel Roads
    a. "Routine Full Service Maintenance" includes replenishment of granular surfacing material, blading and removal of snow and ice from not more than two traffic lanes, weed eradication, mowing, frostboil repairs on granular surfaced roadways, brush control, and other minor maintenance usually performed on public roadways.
7. Paved Roads
    a. "Routine Full Service Maintenance" includes removal of snow and ice from not more than two traffic lanes and shoulders, weed eradication, mowing, replacement of pavement markings, shoulder and edge rut repair, minor pavement repair, brush control and other minor maintenance usually performed on public roadways.
8. "Major Maintenance" may include seal coating, ditch cleaning, asphalt stabilization, maintenance or repair of tile lines, storm sewers, sanitary sewers or subsurface utilities, major bridge and culvert repair, major pavement patching and major edge rut and shoulder repairs
9. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance and authorized major 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 written agreement for that work is executed by the parties in accordance with Attachment E.
12. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate contract in accordance with Attachment E.
13. Party with maintenance responsibility shall perform routine maintenance and authorized major maintenance in conformance with the terms of the Agreement on the roads designated in Attachments B, C, D(1) and D(2).
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.
15. Each party shall be responsible for the establishment, erection and maintenance of any and all other devices, signs and markings of a regulatory or informative nature, on or near streets within the party's boundaries. The party with maintenance responsibility shall promptly inform the party within the boundary of which a road lies of any damage to any traffic control device.
16. The party with maintenance responsibility shall indemnify and hold harmless the party within the boundaries of which the street lies, and its officers and employees, from any and all claims, demands, actions or causes of action of whatever nature or character including costs of litigation and attorney's fees, which the latter party may incur or which may be imposed for injury to or death of persons, or damage to property (real or personal), or any other manner of injury or damage, proximately caused by the acts and/or omissions, under this Agreement, of the party with maintenance responsibility. 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. Both parties shall have and maintain an adequate amount of insurance coverage.
17. Nothing in this Agreement shall be construed as prohibiting the party with responsibility for maintenance from hiring a third party to perform any work

associated with this Agreement. In such instances the party with responsibility for maintenance shall obtain a written hold harmless agreement from the said third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. All parties and their contractors shall have adequate insurance coverage and, in the case of the City and County, the contractors shall have the political subdivisions named as additional insured's on the project insurance policy. Nothing in this Paragraph 17 shall relieve the party with maintenance responsibility of any duties or obligations imposed upon it by Paragraph 16.

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. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
21. The County Engineer and City Administrator shall administer performance of this Agreement.
22. 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.
23. 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. This agreement supersedes all previous roadway maintenance agreements.
24. The County shall be responsible for filing with the Iowa Secretary of State such initial and biennial reports as may be required by Iowa Code Chapter 28E.

MISCELLANEOUS PROVISIONS

1. The parties shall approve this Agreement by resolution of their respective Board or Council, which shall authorize the execution of the Agreement.
2. This Agreement shall be filed in the office of the Iowa Secretary of State, in accordance with Iowa Code Chapter 28E.
3. This Agreement shall become effective when recorded in the office of the Iowa Secretary of State and shall remain in effect unless terminated as provided herein.
4. This Agreement shall also be filed in the Madison County Recorder's Office.
5. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the contract.
6. This is the entire Agreement between the parties and it may be amended only upon the agreement of both parties and only in writing.
7. The laws of this State of Iowa apply to this Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, Madison County and the City of Winterset have caused this Agreement to be executed in six (6) counterparts, each of which shall be considered an original.

Executed by Madison County, Iowa
14 day of April, 2015

By _____
(Chairman)

By _____
(Supervisor)

By _____
(Supervisor)

Attest _____
(Auditor)

Executed by the City of Winterset, Iowa
6th day of April, 2015

By _____
(Mayor)

Attest _____
(Clerk)

ATTACHMENT A

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

This Agreement also sets out a framework for reaching agreement in instances where the parties are attempting to formulate a separate Agreement for major maintenance on a street found within the boundaries of one or both parties.

ATTACHMENT B

Duties of Madison County

Madison County will provide "Routine Full Service Maintenance" on the following gravel roads without reimbursement from the City of Winterset for their portion of the roadway:

195th St. -	East 390 ft. From North 8th Avenue.
North 8th Ave. -	South 1,130 ft. from 195th Street.
Cedar Bridge Frontage Road -	224 ft. SW of Covered Bridge
South 4th Ave. -	South 373 ft. from end of paving.
Cedar Bridge Rd. -	East 493 ft. from end of paving.
Lakeview Ln. -	North 1,472 ft. from Cedar Bridge Rd.

All other services will be billed based on actual costs. Applicable costs include but are not limited to materials, equipment rental, labor and third party contracts.

Madison County will provide "Routine Full Service Maintenance" on the following paved roads without reimbursement from the City of Winterset for their portion of the roadway:

Cedar Bridge Rd -	3,637 ft. North of State Hwy 92 to end of paving.
Cumming Road -	West 2,640 ft. from North River Trail.
West Summit -	264 ft. along 1615 W. Summit.
East Court -	2,423 ft. East of 10th St.

All other services will be billed based on actual costs. Applicable costs include but are not limited to materials, equipment rental, labor and third party contracts.

ATTACHMENT C
Duties of the City of Winterset

The City of Winterset will provide "Routine Full Service Maintenance" on the following gravel roads without reimbursement from Madison County for their portion of the roadway:

West Husky Drive -	West 1,058 ft. from end of paving.
North 8th Ave. -	North 2,468 ft. from end of paving.
210th Street -	West 1,132 ft. from State Hwy 92 to Hogback Bridge Road.

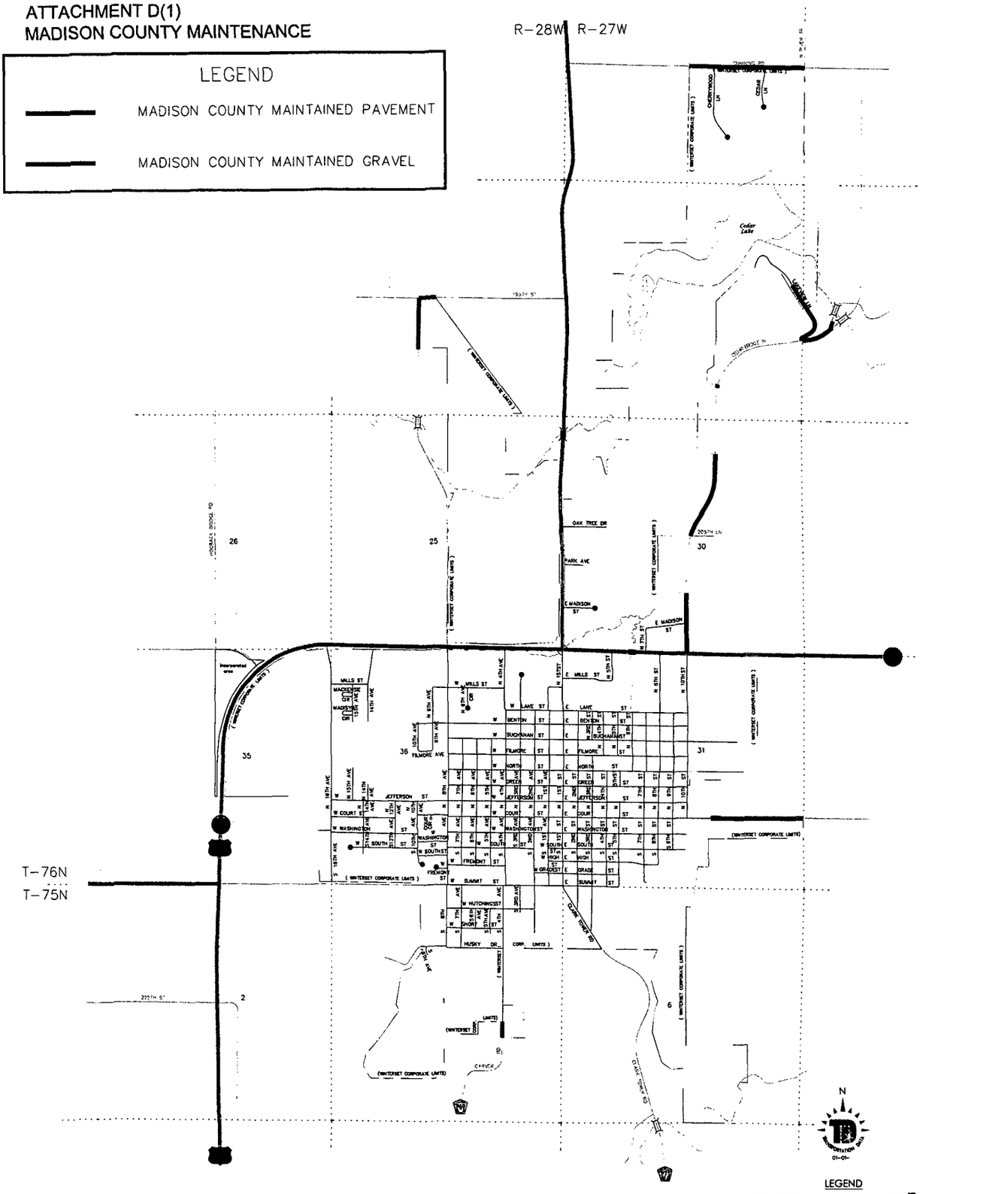
All other services will be billed based on actual costs. Applicable costs include but are not limited to materials, equipment rental, labor and third party contracts.

The City of Winterset will provide "Routine Full Service Maintenance" on the following paved roads without reimbursement from Madison County for their portion of the roadway:

South 16th Ave. -	492 ft. North of North property line of 318 South 16th Avenue to South property line of 112 South 16th Avenue.
North 8th Ave. -	466 ft. North of Hwy 92.
South 4th Ave. -	South 1,645 ft. from Husky Drive south past School St.
West Summit -	4,100 ft. from US 169/Hwy 92 East to Winterset Corporate Limit line.

All other services will be billed based on actual costs. Applicable costs include but are not limited to materials, equipment rental, labor and third party contracts.

ATTACHMENT D(1)
MADISON COUNTY MAINTENANCE



LEGEND

INTERSTATE ROUTE	
FREEWAY OR EXPRESSWAY ROUTE	
U.S. NUMBERED ROUTE	
BUSINESS ROUTE	
STATE NUMBERED ROUTE	
UNSIGNED ROUTE	
COUNTY NUMBERED ROUTE	
SECONDARY ROAD OR ADJOINING CITY STREET	
CITY STREET	
PARK, INSTITUTION, OR FEDERAL ROAD	
RAILROAD	
CORPORATION LINE	
SECTION LINE	
CUL-DE-SAC	
SECTION, TOWNSHIP & RANGE NUMBERS	9, T-81N, R-30W

SCALE IN MILES
0 0.1 0.2 0.3 0.4 0.5 0.75 1.0
SCALE IN KILOMETERS
0 0.1 0.2 0.3 0.4 0.5 1.0 1.5 2.0

HIGHWAY AND STREET MAP OF

WINTERSET
IOWA

PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
PLANNING, PROGRAMMING, AND MODAL DIVISION
OFFICE OF TRANSPORTATION DATA
PHONE (515) 239-1289
IN COOPERATION WITH
UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

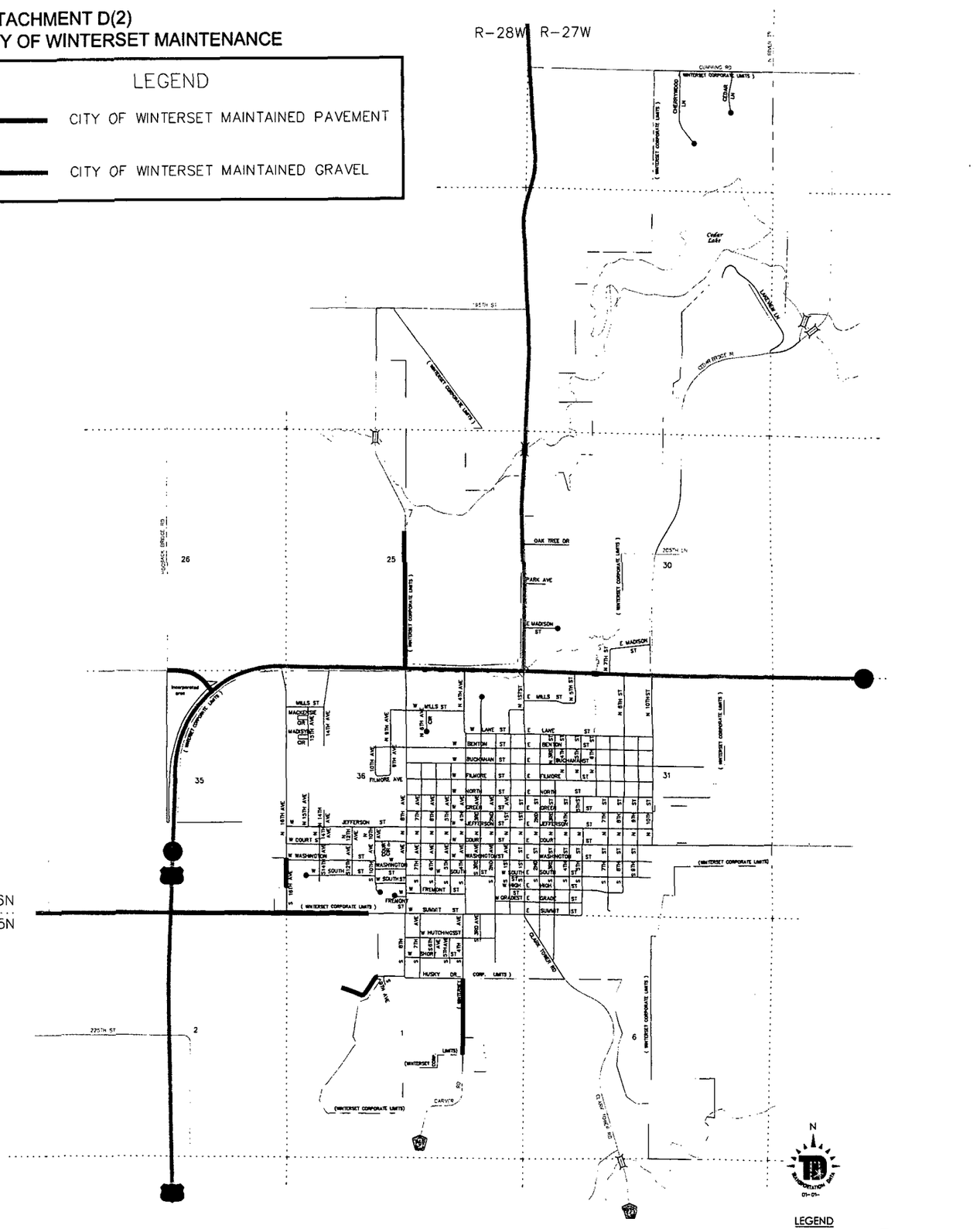
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ATTACHMENT D(2)
CITY OF WINTERSET MAINTENANCE

LEGEND

CITY OF WINTERSET MAINTAINED PAVEMENT

CITY OF WINTERSET MAINTAINED GRAVEL



LEGEND

INTERSTATE ROUTE	
FREEWAY OR EXPRESSWAY ROUTE	
U.S. NUMBERED ROUTE	
BUSINESS ROUTE	
STATE NUMBERED ROUTE	
UNSIGNED ROUTE	
COUNTY NUMBERED ROUTE	
SECONDARY ROAD OR ADJOINING CITY STREET	
CITY STREET	
PARK, INSTITUTION, OR FEDERAL ROAD	
RAILROAD	
CORPORATION LINE	
SECTION LINE	
CUL-DE-SAC	
SECTION, TOWNSHIP & RANGE NUMBERS	9, T-81N, R-30W

SCALE IN MILES

0 0.1 0.2 0.3 0.4 0.5 0.75 1.0

0 0.1 0.2 0.3 0.4 0.5 1.0 1.5 2.0

SCALE IN KILOMETERS

HIGHWAY AND STREET MAP OF

WINTERSET
IOWA

PREPARED BY

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PLANNING, PROGRAMMING, AND MODAL DIVISION
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ATTACHMENT E

Construction projects and major maintenance projects shall be performed under authority of separate, ad hoc Agreements between the parties. In the performance of such projects, the party with maintenance responsibility 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. The actual costs, including planning, surveying, engineering and contracting, shall be paid one half by each party for those roads where the boundary line is nominally down the center line of the street and one hundred percent by the party within whose boundary the street lies for all other streets. The construction and major maintenance projects envisioned above pertain to the streets specified in Attachments B, C, D(1) and D(2), or any other streets upon which the parties reach agreement.