

Joint Public Service Agreement
Maintenance of Farm to Market Extension(s) Within the City's Corporate Limits

CITY OF _____ AND _____ COUNTY

This agreement made and entered into by and between the City of _____, Iowa, hereinafter referred to as the City, and _____ County, Iowa hereinafter referred to as the County.

In accord with Chapter 28E and other relevant sections of the Code of Iowa as well as Chapter 820 of the Iowa Administrative Code, the City and County enter into the following agreement in order to define the duties and responsibilities (as per Senate File 451) of each party regarding the maintenance, repair and minor reconstruction of the Farm to Market (F-M) extension(s) located within the City's corporate limits.

1. The County and the City mutually desire to reach an equitable decision as to functions to be performed and the financial responsibility of each party concerning construction and maintenance of F-M routes. *Generally the County will be responsible for the center 24 feet of roadway and the City will be responsible for the right of way outside the center 24 feet of roadway.*
2. The roads and streets to be included within the scope of this agreement shall be listed by description and shown on a map, which shall be attached to and become a part of this agreement.
3. Responsibilities for maintenance of F-M routes under this agreement will be as follows:
 - A. County responsibilities:
 1. Pavement: Maintain and repair the center 24 feet of the roadway.
 2. Traffic Services: Provide regulatory and warning signing as well as pavement marking for traffic lanes.
 3. Drainage: Maintain clear surface drainage to and through drainage structures (except storm sewers) within the center 24 feet of roadway.
 4. Snow and Ice Removal: Clear pavement and bridges within the center 24 feet of roadway pursuant to the County policy.
 5. Vehicular Bridges: Perform structural maintenance as necessary and inspection and posting according to National Bridge Inspection Standards.
 6. Maintain and repair guardrail, pavement shoulders and edge rutting pursuant to the County Policy.

B. City Responsibilities:

1. Pavement: Maintain and repair outside the center 24 feet of the roadway.
 2. Traffic Services: Provide stop signs at streets intersecting the F-M route extension if required, paint stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 3. Drainage: Maintain and repair storm sewers, manholes, intakes and catch basins used for collection and disposal of surface drainage.
 4. Snow and Ice Removal: Clear from all areas outside the center 24 feet of the roadway as well as from sidewalks as per City policy.
 5. Maintain right of way outside center 24 feet of the roadway including sidewalks as per City policy.
 6. Clean, sweep and wash streets when considered necessary by the City.
 7. Remove trees as necessary.
4. All traffic control devices shall conform to the "Manual on Uniform Traffic Control Devices." The County shall establish speed limits in consultation with the City and on the basis of an engineering and traffic investigation.
5. The County and City further agree:
- A. To prevent erection or encroachment of any private signs within or overhanging the right of way, that could obstruct the view of any traffic control devices or any portion of the roadway or as per Section 319.10 of the Code of Iowa.
 - B. To comply with all current statutes and regulations pertaining to over length and over weight vehicles using the County roads.
 - C. To comply with the County's utility policy by requiring a County permit for any construction or maintenance within the right of way.
 - D. To comply with the County's access control policy by requiring a County permit for any change to an existing entrance or for the construction of a new entrance.
 - E. That any damage settlement for the roadway caused by Iowa DOT detours or haul Roads shall be negotiated with the Iowa DOT by the County and paid to the County.
 - F. That the County shall pay any Drainage District Assessments levied against the roadway within the City.
 - G. That any major construction initiated by either party shall be covered by a separate agreement. Major construction may include pavement resurfacing, rehabilitation or reconstruction as well as repair or replacement of vehicular bridges.
 - H. That each party shall provide, without reimbursement, any right of way within their respective jurisdiction that is necessary for construction or maintenance.
 - I. That the City retains ownership of any underground utilities that are currently within their jurisdiction.
6. Nothing within the context of this agreement shall be construed to transfer any liability from one jurisdiction to the other, except as specified herein. No real or personal property acquired by either party under provisions of this agreement.
7. The County Engineer shall administer this agreement as per Section 28E.6 of the Code of Iowa and in consultation with the Board of Supervisors and the City Council.
8. This agreement shall not prohibit either party from employing a private contractor to perform work associated with this agreement.

9. In consideration of the duties outlined in this agreement, the County will reimburse the City in an amount equal to the annual Road Use Tax Fund allocated to the county by Section 312.3 of the Iowa Code less the estimated amortized cost of resurfacing the center 24 feet of the roadway.
10. This agreement shall be in effect until either party requests in writing to terminate.

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

For _____ COUNTY

For the CITY OF _____

By _____
Chair, Board of Supervisors

By _____
Mayor

Date _____

Date _____

Attest _____
County Auditor

Attest _____
City Clerk

SEAL

SEAL

Section 28E.8 of the Code of Iowa, Filing and Recording

Filed with the Secretary of State of Iowa

This _____ day of _____, 20_____

By _____

Title _____

Filed with the _____ County Recorder

This _____ day of _____, 20_____

Book _____, Page _____

By _____

Title _____