

July 23, 2007

Date

**APPROVAL OF THE CONSTRUCTION, MANAGEMENT AND MAINTENANCE OF
MARTIN LUTHER KING, JR. PARK SHELTER 28E AGREEMENT BETWEEN POLK
COUNTY AND CITY OF DES MOINES**

WHEREAS, the Park and Recreation Department is charged with providing recreational opportunities, leisure activities, and facilities throughout Des Moines; and

WHEREAS, Martin Luther King, Jr. Park is a CITY owned park within the City of Des Moines; and

WHEREAS, Polk County and the City desire to provide for the construction, maintenance and operation of a new enclosed shelter within Martin Luther King, Jr. Park, with such shelter to be jointly owned by Polk County and the City; and

WHEREAS, the County desires to use the new facility as a Senior Congregate Meal Site; and

WHEREAS, Polk County will contribute one-half of the costs of construction, up to \$550,000, and be responsible for one-half of the costs of operation of the shelter upon its completion; and

WHEREAS, the shelter will be operated and managed by the City and Polk County shall have exclusive use of the facility as a Senior Congregate Meal site and public health examination site Monday through Friday from 8:00 until 3:00 pm, and

WHEREAS, the City will be responsible for the design and to manage the construction of the shelters; and

WHEREAS, Chapter 28E of the Iowa Code (2007) allows any public agency in Iowa, including municipalities, county conservation boards and counties, to enter into agreements with public or private agencies for joint or cooperative action with respect to any power, privilege, or authority exercised or capable of being exercised by the public agency; and

WHEREAS, the staffs of the Des Moines Park and Recreation Department and Polk County have negotiated a 28E Agreement as described above, a copy of which is on file in the City Clerk's Office, with an initial term until June 30, 2057 and which may be extended for renewal periods of 25 years thereafter upon mutual agreement of the parties; and

WHEREAS, the 28E Agreement was approved by the Polk County Board of Supervisors on July 17, 2007; and

★ Roll Call Number

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57

July 23, 2007

Date

WHEREAS, it is in the best interests of the City of Des Moines to enter into said 28E Agreement to capitalize on shared costs and improved recreational opportunities for the citizens of Des Moines and the citizens of Polk County and the City will benefit from the County's use of such new shelter as a Senior Congregate Meal Site.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the Construction, Management and Maintenance of Martin Luther King, Jr. Park Chapter 28E Agreement between Polk County, Iowa and City of Des Moines, Iowa, which is on file in the City Clerk's Office, is hereby approved and the Mayor is authorized and directed to sign said 28E Agreement on behalf of the City and the City Clerk is hereby authorized and directed to attest to said signature.

(Council Communication No. 07- 451)

Moved by _____ to approve.

APPROVED AS TO FORM:

Ann DiDonato
Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

.....
Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

Date JUL 23 2007

Agenda Item 57

Roll Call # _____

**CONSTRUCTION, MANAGEMENT AND MAINTENANCE OF
MARTIN LUTHER KING JR. PARK SHELTER
CHAPTER 28E AGREEMENT
BETWEEN POLK COUNTY, IOWA
AND
CITY OF DES MOINES, IOWA**

This 28E Agreement ("Agreement") dated the 17 day of JULY, 2007, is entered into by and between POLK COUNTY, Iowa ("COUNTY") and the CITY OF DES MOINES, ("CITY").

WHEREAS, Polk County is a governmental subdivision organized under Chapter 331 of the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, the City of Des Moines is a municipal corporation organized and existing under the laws of the state of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, Martin Luther King Jr. Park is a CITY owned park within the City of Des Moines; and

WHEREAS, the COUNTY and the CITY desire to provide for the construction, maintenance and operation of a new enclosed shelter within Martin Luther King, Jr. Park, with such shelter to be jointly owned by the COUNTY and the CITY; and

WHEREAS, the COUNTY desires to use the new facility as a Senior Congregate Meal Site; and

WHEREAS, the COUNTY and the CITY will both benefit from the joint venture and the COUNTY's use of the facility.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the COUNTY and the CITY hereby agree, pursuant to the provisions of Iowa Code Chapter 28E, as follows:

1. PURPOSE

The purpose of this Agreement is to memorialize the cooperative agreement between the COUNTY and the CITY to construct, maintain, operate and jointly own a new enclosed shelter within Martin Luther King Jr. Park, as shown in Exhibit "A", ("FACILITY").

2. DURATION

The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the

offices of the Iowa Secretary of State and the Polk County Recorder, in accordance with Chapter 28E.12 of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein.

Unless otherwise extended or amended by agreement of the parties, this Agreement shall continue in effect through June 30, 2057, and may be extended for a renewal period of twenty-five (25) years thereafter on such terms as may be agreed to by the parties and pursuant to a renewal addendum executed by resolution or motion of their respective Board or Council, authorizing the execution of such addendum.

The terms and provisions of this Agreement may be amended from time to time by resolution or motion of the party's respective Board or Council, authorizing the execution of such amendment.

3. GOVERNANCE

No separate entity is created by this Agreement.

4. ADMINISTRATION

This Agreement will be administered by the COUNTY's General Services Director or his designee and the CITY's Park and Recreation Director or his designee. If the parties are unable to timely resolve any matters under this Agreement, the parties agree that such disputes will be resolved by their respective Board and Council.

5. DESCRIPTION OF FACILITY

The FACILITY will consist solely of the building, including the attached open shelter, as shown in Exhibit A, page 2, to be located upon the property commonly known as the Martin Luther King, Jr. Park, located at E. 17th Street and Garfield Avenue, Des Moines, Iowa. The FACILITY shall be constructed in accordance with the conceptual plans shown in Exhibit "A".

6. OWNERSHIP

The completed FACILITY will be jointly owned by both parties equally. The underlying real property, which is owned by the CITY, will continue to be owned by the CITY. The furniture, fixtures, supplies and equipment within the FACILITY shall each be owned by the party providing such in kind or providing the funds for such.

7. CONSIDERATION BY THE COUNTY

The COUNTY shall provide a maximum of \$550,000 in funding, or 50% of the cost, whichever is less, for construction of the FACILITY, including architectural/design costs, insurance, construction costs and other miscellaneous costs for the project. Plans for the construction and improvements shall be consistent with the conceptual plan pursuant to Exhibit A and subject to the joint review and approval of both parties.

The COUNTY shall make \$100,000 available to the CITY upon approval of this Agreement for any start-up construction expenses. The balance of the COUNTY's obligation shall be paid to the CITY by the COUNTY within thirty (30) days upon receipt of invoice for payment from the CITY. These payments shall reflect no more than fifty percent, 50%, of the total costs.

In addition, the COUNTY agrees to provide "in kind" furniture and fixtures for the opening of the FACILITY with a value not to exceed \$25,000.00.

8. CONSIDERATION BY THE CITY

The CITY shall provide a maximum of \$550,000 in funding, or 50% of the cost, whichever is less, for construction of the FACILITY, including architectural/design costs, insurance, construction costs and other miscellaneous costs for the project.

The CITY has the right to reject all bids which exceed the cost of \$1,100,000. In the event that change orders cause the project to exceed the total of \$1,100,000, the CITY and COUNTY shall have the right to change the specifications for the FACILITY to bring the total cost for the project within the \$1,100,000 limit or the parties may mutually agree to provide more funding.

9. CONSTRUCTION

The CITY shall manage the construction of the FACILITY. The contract for these improvements shall be competitively bid by the CITY and shall comply with and include as part of the contract the City of Des Moines Standard Specifications for Construction of Public Improvements (2006 Edition), Chapter 26 of the Iowa Code (2007) and the City of Des Moines permit requirements.

The CITY shall notify the COUNTY of the date and time of the final inspection of the FACILITY construction. The City Engineer shall conduct a final inspection and develop a punch list of items for completion, if any, and the City Engineer shall certify that the FACILITY improvements have been constructed in conformance with the plans and specifications, design documents and contract, and shall in his or her sole discretion determine when such items have been completed. Such determination by the CITY Engineer shall be final. Upon determination that construction of the FACILITY has been completed, the City Engineer shall give written notice of project completion to the County, therein declaring and certifying that the improvements have been completed and constructed in substantial conformance with the

plans and specifications recommending final acceptance of the improvements by the CITY and the COUNTY.

Upon receipt of the CITY Engineer's written notice that the FACILITY improvements have been completed in substantial conformance with the approved plans and specifications, the COUNTY agrees to accept joint ownership of the FACILITY improvements constructed under this Agreement within 30 days of such notice and prior to the COUNTY'S use of the FACILITY.

10. USE OF FACILITY

a. The COUNTY shall have exclusive use of the interior spaces of the FACILITY as a Senior Congregate Meal site and public health examination site to serve significant health, recreational and educational purposes within the Des Moines area Monday through Friday between the hours of 8:00AM and 3:00PM during those dates that the FACILITY is open to the public. The use of the restrooms shall be available for use by park users at all times that the FACILITY is open to the public.

b. The COUNTY shall not use the FACILITY or improvements in any way which would adversely affect the value or character of the FACILITY nor violate the ordinances or rules and regulations of the CITY of Des Moines.

c. The COUNTY shall have the right to staff the FACILITY to provide those public and programs and activities that have traditionally been considered Senior Congregate Meal site programs.

d. The FACILITY shall be available to the CITY after 3:00PM and on the weekends according to a schedule mutually agreed upon by the COUNTY and the CITY.

e. The scheduling of the FACILITY may include time designated in some areas for only COUNTY programs and use, time designated in some areas for only CITY program use and time designated in some areas for shared use by both parties.

f. The COUNTY shall have the right to use appropriate signs bearing COUNTY identification and other appropriate logos on the exterior of and within the facility, with exterior signs approved by the City of Des Moines.

g. The use of the FACILITY by the CITY shall not make an unreasonable interference with the ability of the COUNTY to provide full service Senior Congregate Meal programming sufficient meet its obligations under this Agreement.

h. The CITY shall make the FACILITY available for use by civic and community groups for meetings and events and private rentals, as requested, at established CITY Ordinance rental rates. Other programming shall be scheduled in a manner which will not unreasonably

interfere with the COUNTY and/or the CITY programming. The CITY shall have the sole right to establish all ordinances, rules, regulations and policies regarding use of the FACILITY.

i. The CITY shall be responsible for timely clean-up of the FACILITY after private rentals and subject to Paragraph 13(h.).

j. Any revenue generated by the use of the facility will off-set the operating expenses shared equally by each party.

11. MANAGEMENT

a. The CITY shall be responsible for the overall management of the FACILITY as related to the payment of all utilities, custodial care, repairs and improvements. The COUNTY agrees to pay fifty percent (50%) of all annual operating expenses as described in this Agreement, subject to budget limits established by the Board of Supervisors and the CITY Council in annual budget discussions.

b. The COUNTY shall provide supervisors and staff for all COUNTY programs. The CITY shall provide supervisors and staff for all CITY programs and private rentals, as deemed necessary by the CITY. Each party shall be responsible for the opening and closing of the FACILITY during their respective usage.

12. UTILITIES AND OTHER SERVICES

The CITY shall pay all charges for telephone and other communication services, gas and electricity, light, heat and power, sewer (storm water and sanitary) , refuse collection, and water used, rendered, or supplied upon or in connection with the FACILITY. The CITY shall have the right of annual reimbursement from the COUNTY for fifty percent (50%) of the provision of the utilities and other services (such as janitorial or snow removal, repairs, etc.) upon proof of receipt of itemized services.

13. REPAIR AND MAINTENANCE

a. The CITY shall have the responsibility to maintain the FACILITY, including the structure, fixtures and equipment, except for the equipment used exclusively by the COUNTY. The CITY and COUNTY shall each provide fifty percent (50%) of the total operational costs, subject to a budget established annually by the Board of Supervisors and the CITY Council. The COUNTY shall annually on July 1st for the prior calendar year reimburse the CITY for all operational costs.

b. The CITY shall provide for the ordinary maintenance and repair of the FACILITY, keeping the same in good order and condition, inclusive of but not limited to:

- (1) Safe and adequate plumbing, electrical and mechanical systems;
- (2) Secure windows and doors;
- (3) Protective roofing;

- (4) Floor covering meeting standards for the type of use included herein.
- (5) Repair and replacement of fixtures and furniture, including kitchen equipment.

The COUNTY shall be responsible for the examination room and the office at its expense.

c. The CITY shall provide for "major structural repairs or replacements" necessary to maintain the structural supports, roof, exterior walls, sidewalks, parking areas, mechanical systems, electrical systems, plumbing systems, and other structures or systems essential to the use of the FACILITY for the purposes contemplated by this Agreement. The CITY shall confer with the COUNTY to determine the need and cost of any "major structural repairs or replacements" in advance of any repair or replacement. These costs shall be shared equally between the COUNTY and the CITY. The COUNTY shall reimburse the CITY for such costs within 30 days of receipt of an invoice for such work.

d. Unless determined otherwise by both parties, the term "major structural repairs or replacements" shall mean repairs or replacements which individually exceed \$5,000 as certified by the City Engineer. This amount shall be reappraised every three (3) years due to a possible increase in costs for ordinary repair and maintenance.

e. The COUNTY's and CITY's responsibility for "major structural repairs and replacements" shall not apply to the need for repair or replacement as the result of either party's failure to provide adequate and ongoing ordinary supervision of its specific programs. In the case of repair or replacement under these circumstances, the party failing to provide adequate supervision shall be wholly responsible for the cost of such repair or replacement.

f. The CITY shall remove ice, snow and debris from the public walkways and sidewalks abutting the FACILITY, cut or mow any grass or weeds and trim any trees on CITY property adjacent to the FACILITY, all in conformance with applicable laws and ordinances.

g. The COUNTY shall immediately give written notice to the CITY of any damage to the FACILITY or of the development of any dangerous or deteriorating condition on the FACILITY. The CITY shall have the right to enter upon and inspect the FACILITY at any time, including during regular operating hours of the COUNTY.

h. If the CITY does not respond in a timely, reasonable fashion to make any repairs and maintenance, and the COUNTY makes the repairs or maintenance, fifty percent (50%) of the total amount of the costs will be deducted from the COUNTY's remaining operating expense.

i. The CITY shall give written notice to the COUNTY of the need for a major structural repair or replacement deemed by the CITY to be necessary for the health, welfare or safety of the public or COUNTY or CITY employees. If the COUNTY does not agree to such structural repairs or replacements, the CITY shall have the right to close down the FACILITY, or portion thereof, which the CITY reasonably deems to be necessary to protect the public or CITY or COUNTY employees, until such time as the matter is resolved by the parties.

j. In the event the COUNTY incurs the expense for standard maintenance, such as janitorial services, grounds, etc., the amount incurred shall serve as a "credit" at the end of the year to reconcile the COUNTY's operating expenses.

14. PROHIBITION ON ENCUMBRANCE

It is expressly agreed and understood between the parties hereto that nothing in this Agreement shall be construed as empowering the COUNTY to encumber, mortgage or pledge, or cause to be encumbered, mortgaged or pledged any interest in the FACILITY or improvements thereon in any manner whatsoever. In the event that, regardless of this prohibition, any person, furnishing or claiming to have furnished labor or materials at the request of the COUNTY or of any person claiming by, through, or under the COUNTY, shall file a lien against the FACILITY or improvements thereon, the COUNTY shall, within thirty (30) days after being notified thereof, cause said lien to be satisfied of record, or shall cause the FACILITY and improvements thereto to be released therefrom by the posting of a bond or other security as prescribed by law, or shall cause same to be discharged as a lien against the FACILITY and improvements thereon by an order of a court having jurisdiction to discharge such lien.

15. COMPLIANCE WITH THE LAW

The COUNTY and the CITY shall comply with all ordinances of the City of Des Moines and obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or which may be required for the making of repairs or improvements to the FACILITY for its specific operations.

16. INDEMNIFICATION AND INSURANCE

- a. Indemnification. Neither party shall, by reason of this Agreement, be obligated to defend, hold harmless or indemnify the other from any liability to third-parties; from and against any liability, loss, damage, claim or lawsuit asserted against them or any of them arising out of or in any way connected with this Agreement. The parties agree that the COUNTY does not have liability and responsibility under this Agreement for the maintenance or operation of CITY park property on which the FACILITY is located, except for sharing of certain costs pursuant to section 13 of this Agreement.
- b. Insurance. Upon acceptance by both parties, the CITY shall insure building and contents at the FACILITY for Property Insurance. Such insurance shall be written on special cause of loss form on a replacement cost basis. The CITY and COUNTY shall share equally the premium cost and any deductible cost associated with insuring the FACILITY. The CITY and the COUNTY shall each be responsible for the cost of its own tort liabilities associated with the operation of the FACILITY. Each party shall self insure or carry insurance for the coverages included in Exhibit B. All liability policies shall be endorsed to preserve governmental immunities under Iowa Code Chapter 670.
- c. Mutual Waiver of Subrogation. To the extent permitted by law, the CITY and the COUNTY hereby release the other, including its elected and appointed officials, its

agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the other or anyone claiming through or under the other by way of subrogation or otherwise, for any loss or damage to property, bodily injury or occupational injury, caused by fire or any other casualty.

17. TERMINATION OF AGREEMENT

This Agreement shall terminate upon expiration of the Agreement term. This Agreement may, also, be terminated prior to expiration of the Agreement term, as follows:

- a. By mutual agreement of the parties and pursuant to a written termination agreement.
- b. If either party determines the other is in default, it shall mail a notice to the address listed in Paragraph 20 stating the particulars of the default and offering a reasonable opportunity to cure. If the defaulting party is unable or unwilling to remedy the default, each party will make a good faith effort to resolve the matter. If they are unable to do so, either party may file a petition in the Iowa District Court for Polk County for a breach of contract.
- c. If the CITY is not able to receive acceptable bids for the construction of the FACILITY within the budgeted amount of \$1,100,000 or the parties do not mutually agree to an increase to the amount of the lowest compliant bid.

18. OWNERSHIP/DISPOSITION OF FACILITY AT TERMINATION

Upon termination of this Agreement, the FACILITY and all fixtures, furniture, supplies and equipment shall be owned by the CITY and COUNTY jointly. Furniture, supplies and equipment which were used exclusively by the CITY or COUNTY in its programs at the FACILITY will be owned by that party. Upon termination of this Agreement, the CITY may assume sole ownership of the FACILITY upon payment to the COUNTY of an amortized amount as recognition, as mutually agreed upon by both parties, of the COUNTY's initial contribution to the FACILITY's construction. If the CITY does not desire to assume sole ownership of the FACILITY, the parties agree to sell the contents and fixtures and to equally share in the cost and proceeds of such sale and to equally share in the costs of demolition of the FACILITY and restoring the land to its original park condition.

19. ASSIGNMENT

The COUNTY and the CITY shall not assign its interest under this Agreement or sublet the FACILITY without the prior written consent of the other party.

20. NOTICES

Notices as provided for in this Agreement to the CITY shall be deemed sufficient if sent by certified mail with return receipt requested to the Park and Recreation Director, City of Des Moines, 3226 University Avenue, Des Moines, Iowa, 50311. Notices as provided for in this Agreement to the COUNTY shall be deemed sufficient if sent by certified mail with return receipt requested to Polk County General Services, 111 Court Avenue, Des Moines, Iowa, 50309. All notices shall be deemed given on the day of receipt.

21. ENTIRE AGREEMENT

This Agreement, including attachments hereto and incorporated herein, constitutes the entire understanding between the parties and cannot be modified or terminated orally, but only by agreement in writing signed by both parties.

22. OTHER

If any provision of this Agreement be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. This Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E (2007) which allows any public agency in Iowa, including municipalities, to enter into agreements with public or private agencies for joint or cooperative action with respect to any power, privilege or authority exercised or capable of exercise by the public agency, and

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on this day and year as first above written.

POLK COUNTY BOARD OF SUPERVISORS

Tom Hockensmith
Tom Hockensmith 7/17/07
Chairperson

ATTEST:

Rebecca Dewey
Rebecca Dewey
Deputy Auditor

APPROVED AS TO FORM:

Candy Morgan
Candy Morgan
Assistant Polk County Attorney

CITY OF DES MOINES, IOWA

T. M. Franklin Cownie
Mayor

ATTEST:

Diane Rauh
City Clerk

APPROVED AS TO FORM:

Ann DiDonato
Ann DiDonato
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 17 day of JULY, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Hockensmith and Rebecca Dewey, to me personally known, who being by me duly sworn, did say that they are the Chairman and Deputy Auditor, that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in the Resolution adopted by the Board of Supervisors; and that Tom Hockensmith and Rebecca Dewey acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

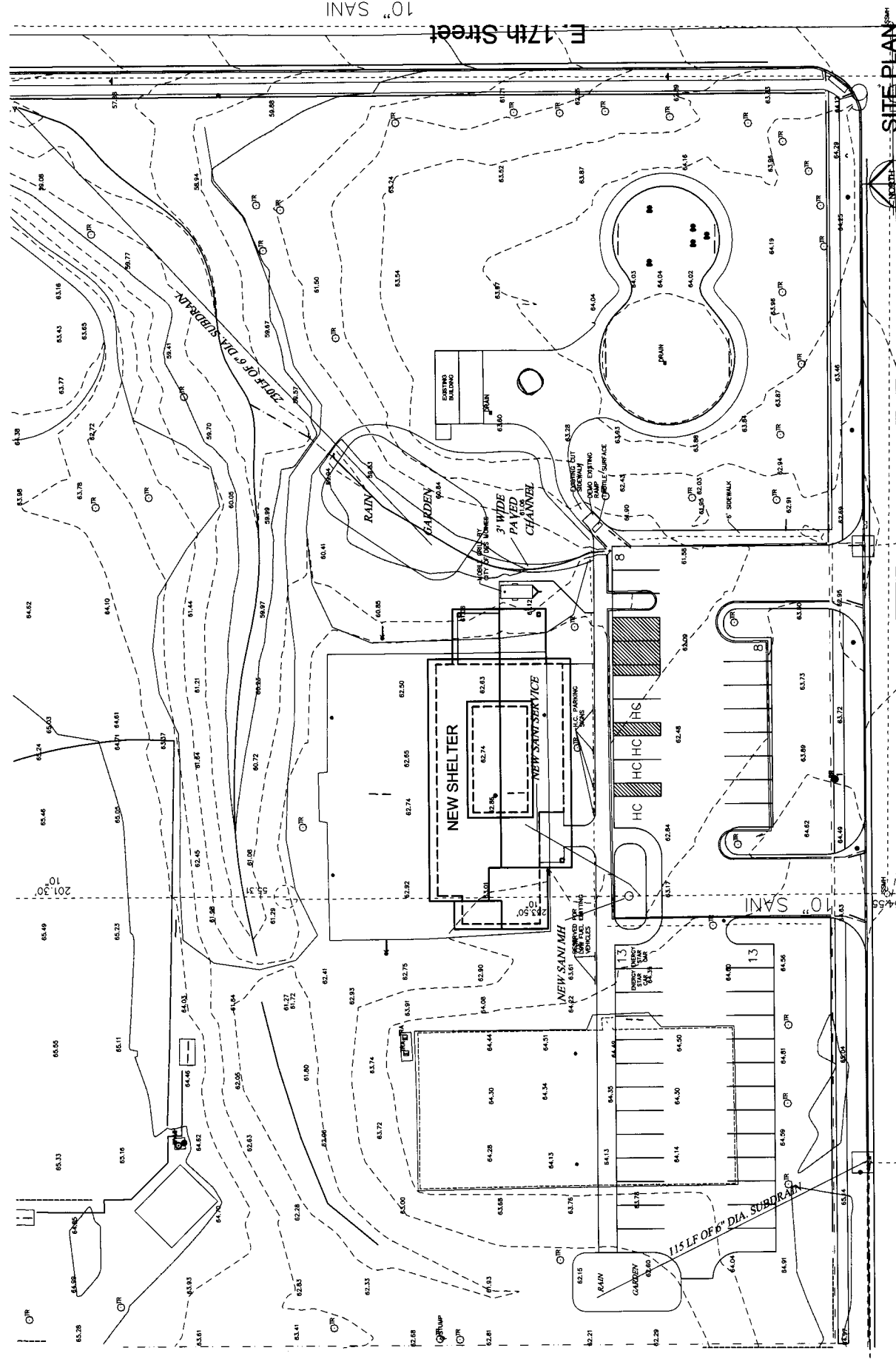
Linda Shepherd
Notary Public in the State of Iowa



STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____ 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. _____ and that T. M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in the State of Iowa



SITE PLAN
 1" = 15'
 INTERMEDIATE DRAWINGS
 NOT FOR CONSTRUCTION

24" STORM
 24" STORM

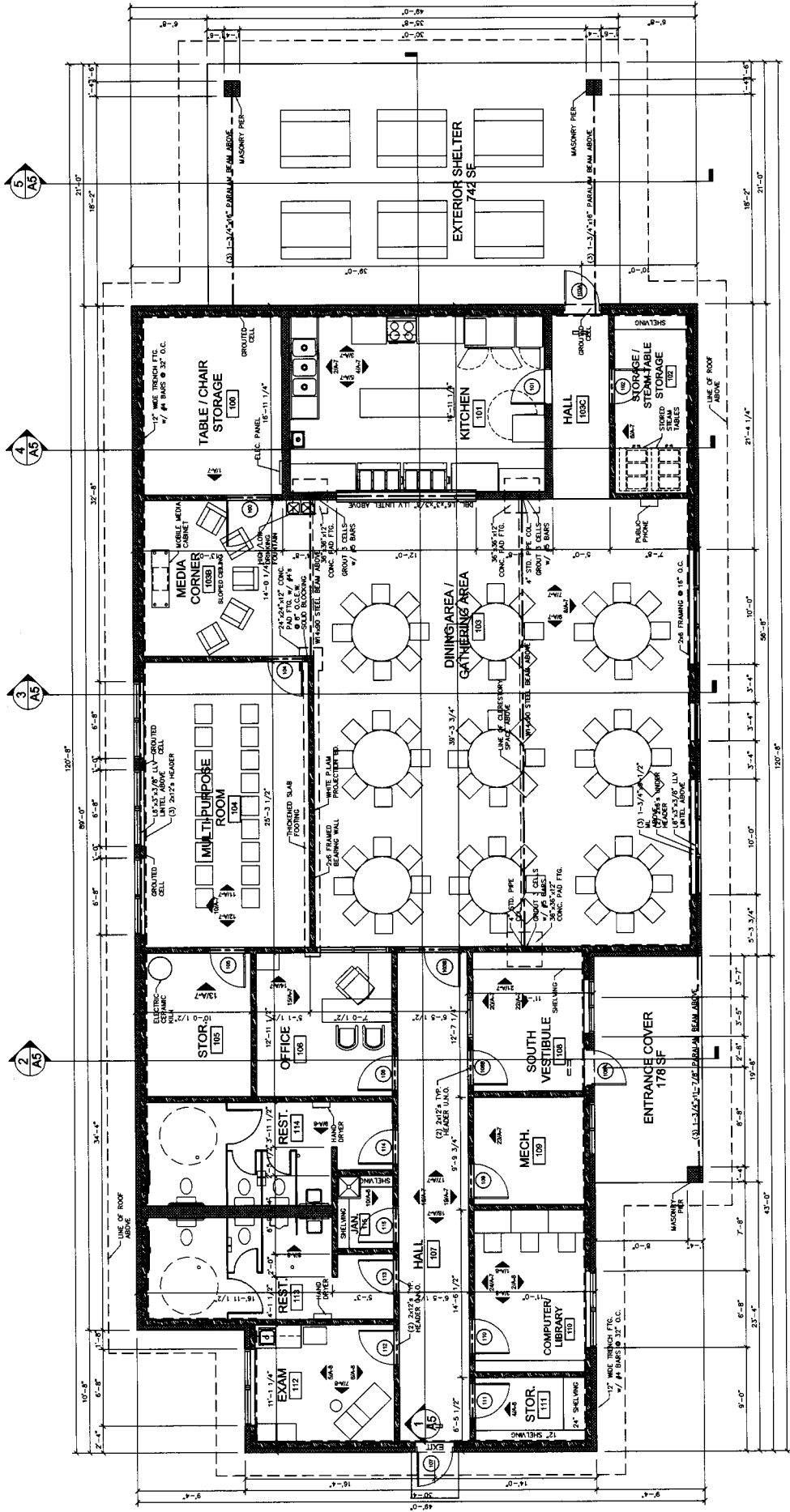
Garfield Avenue
 24" STORM

18" STORM



INTERMEDIATE DRAWINGS
 NOT FOR CONSTRUCTION

EXHIBIT A, PAGE 2

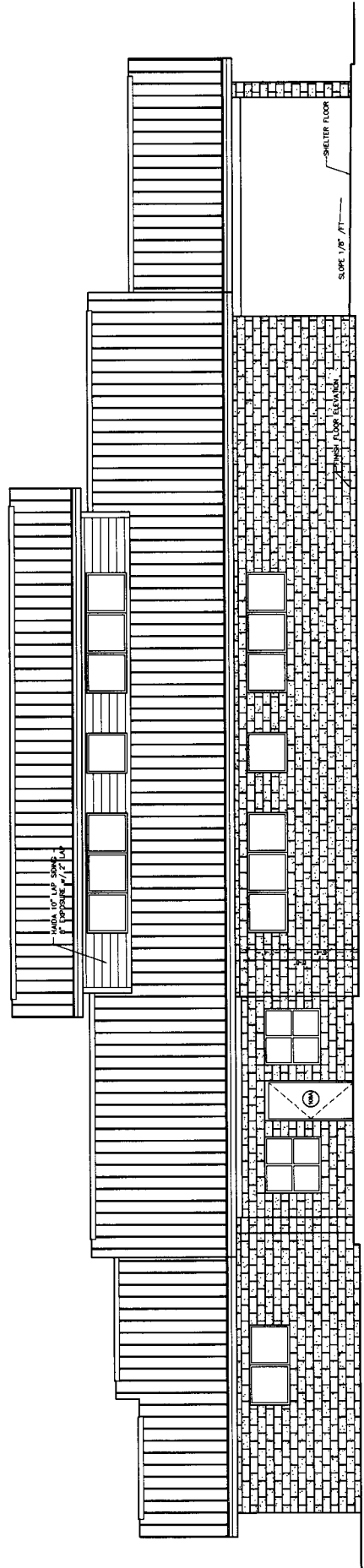


N MAIN FLOOR PLAN
 1/4" = 1'-0"



INTERMEDIATE DRAWINGS
 NOT FOR CONSTRUCTION

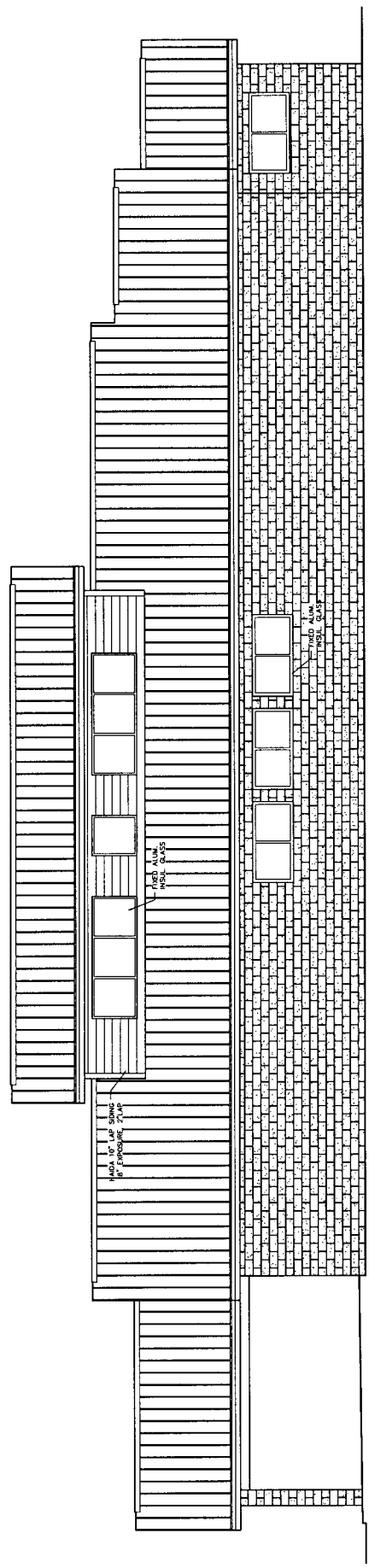
EXHIBIT A, PAGE 3



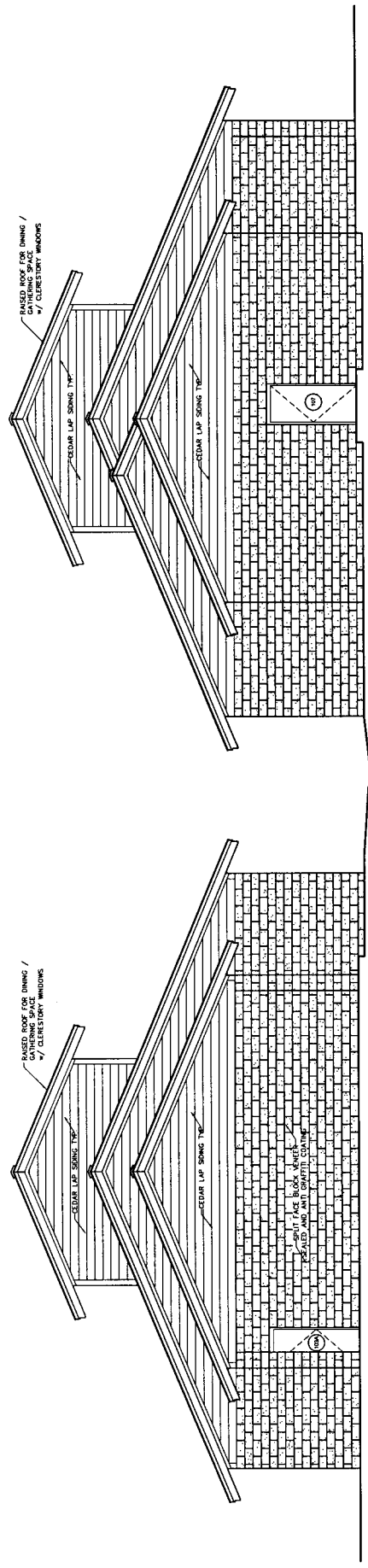
1 SOUTH ELEVATION
 1/8" = 1'-0"

INTERMEDIATE DRAWINGS
 NOT FOR CONSTRUCTION

EXHIBIT A, PAGE 4



1 NORTH ELEVATION
 1/4" = 1'-0"



2 EAST ELEVATION
 1/4" = 1'-0"

3 WEST ELEVATION
 1/4" = 1'-0"

EXHIBIT B

INSURANCE REQUIREMENTS FOR FACILITY UPON CITY COUNCIL AND COUNTY BOARD ACCEPTANCE OF FACILITY

1. GENERAL

The CITY and COUNTY shall each purchase and maintain insurance to protect itself throughout the duration of this Agreement. The CITY and COUNTY may use self insurance and/or insurance for meeting the insurance requirements below. Insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis. The CITY and COUNTY shall submit Certificates of Insurance or Letters of Self-insurance/Excess Insurance to one another confirming coverage prior to Agreement execution or commencement of work and/or services included in this Agreement.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The CITY and COUNTY shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$1,000,000 each accident for Bodily Injury by Accident, \$1,000,000 each accident for Bodily Injury by Disease, and \$1,000,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CITY and COUNTY shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the most current edition of the standard form Commercial General Liability Policy ISO CG 0001, with its standard exclusions. A non-ISO equivalent form may be acceptable.

C. AUTOMOBILE LIABILITY INSURANCE: The CITY and COUNTY shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance

requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.

E. SUBLESSEES: The CITY and COUNTY shall require that any sublessee to meet the same insurance requirements as are required of the other party. The option of self-insurance is not extended to subcontractors. This does not apply to any sublessee.

F. PROOF OF INSURANCE: Each party shall provide to the other party to this Agreement either a Certificate(s) of Insurance or a Letter of Self-insurance/Excess Insurance evidencing all required insurance coverage as provided in A through D and E, when applicable. The Certificate(s) of Insurance or Letter of Self-Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items": The title of the Agreement.