

COUNCIL ACTION FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH STORY COUNTY FOR SNOW REMOVAL AND GRAVEL ROAD MAINTENANCE

BACKGROUND:

For many years the City of Ames and Story County have shared responsibilities for snow removal on county road extensions into the City of Ames. This understanding allows both governmental bodies an efficient method for the removal of snow on streets and roads that are adjacent to the corporate borders of the City of Ames. The last agreement was approved on March 3, 2009.

With the changes in the corporate borders of Ames due to recent annexations, staff from both agencies determined there was a need to update our agreement. After meeting with Story County, an updated list and agreement has been developed.

ALTERNATIVES:

1. Approve the 28E Intergovernmental Agreement between the City of Ames and Story County with respect to ice control and snow removal on segments of streets and roads in and around Ames.
2. Do not approve the revised agreement.

MANAGER'S RECOMMENDED ACTION:

The listing of the individual street segment responsibilities for each governmental entity is reflected in the attached agreement. An effort was made to balance the square footage maintained by each agency while also accounting for ease of operations. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

***AGREEMENT BETWEEN THE CITY OF AMES
AND STORY COUNTY
WITH RESPECT TO ICE AND SNOW CONTROL
ON SEGMENTS OF STREETS AND ROADS
IN AND AROUND AMES, IOWA***

THIS AGREEMENT, made and entered into effective as of the _____ day of _____ 2017, by and between the CITY OF AMES, IOWA (hereinafter called "CITY") and STORY COUNTY, IOWA (hereafter called "County"), is entered into pursuant to Chapter 28E of the Code of Iowa, providing as follows:

WITNESSES THAT:

WHEREAS, for many years the City and the County have shared the work load for snow control on county road extension into the City under a formal agreement; and

WHEREAS, the most recent prior agreement between the parties was dated March 3, 2009, and recorded March 24, 2009, with the Recorder of Story County as Instrument No. 09-03060, and

WHEREAS, annexations have changed the corporate limits and the jurisdiction on some roadways have changed so an update is needed to the formal agreement as to where on those streets and roads the work of snow control will be done by the County and where it will be done by the City,

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

1. County shall perform snow plowing and ice control on the following segments of city streets:
 - a. R38 starting 1300' north of Lincoln Way then north 880'
 - b. South Riverside Drive south of VisionAire Place (gravel)
 - c. State Avenue south of Oakwood Road (gravel)
 - d. 570th Ave. north of 13th St. (gravel)
 - e. University Blvd. south of the south roundabout (gravel)

- f. All of Zumwalt Station Rd. (gravel)
- g. Dayton Avenue from the north line of Sec. 36 Franklin Twp. north
- h. George Washington Carver Avenue north of Weston Dr.
- i. All of W. 190th St.
- j. 566th Ave. from Lincoln Way south to Cornerstone property (gravel)
- k. All of Dartmoor Road (gravel)

2. The City shall perform snow plowing and ice control, with respect to the following segments of county roads:

- a. South Dakota Avenue north of 240th Street
- b. All of Cedar Lane
- c. University Blvd. from the south roundabout north to Wessex Dr.
- d. Stagecoach Rd. north of 13th St. (paved portion only)
- e. Ontario Road between Story County line and the west corporation limit of the City (just west of British Columbia)
- f. State Avenue from Oakwood Road north to Hwy 30
- g. North Dakota Avenue from north city limits to Martin St. including Martin St.
- h. 580th Ave. from Hwy 30 north to 13th St. then west on 13th St. to 570th Ave.
- i. Dawes Dr. from city limits north to Hwy 69
- j. Grant Avenue from Harrison Road north to W. 190th St.
- k. All of Oakwood Rd.
- l. 500th Ave. south of Lincoln Way (paved portion only)
- m. Dayton Ave. from 13th St. north to the north line of Sec. 36 Franklin Twp.
- n. Lincoln Way from 590th Ave. west one quarter mile

3. GRAVEL ROADWAYS. For all roads in Section 1 that are gravel, County shall be responsible for regular blading of the roadway year-round and will add rock to roadway when it is deemed necessary by the County. County shall also issue all dust control permits and will coordinate the dust control applications on these gravel roadways.

4. RECIPROCAL HOLD HARMLESS and INDEMNIFICATION.

- a. The City shall hold Story County, and the Board of Supervisors and its officers and employees harmless from any and all liability for acts of negligence or intentional acts of the City, its officers, and employees, and shall defend the County and its employees from any and all claims for damages based upon any negligent or intentional acts of the City, its officers, or employees.
- b. The County shall hold City, and its officers and employees harmless from any and all liability for acts of negligence or intentional acts of the County, its officers, and employees, and shall defend the City and its employees from any and all claims for damages based upon any negligent or intentional acts of the County, its officers, or employees.
- c. Both Story County and the City of Ames shall maintain liability insurance insuring their respective interests and performance under this contract. Each

party may require proof of insurance and certification of insurance from the other and compliance with such a request shall not be unreasonably withheld.

- d. Notwithstanding any of the foregoing, the agreed upon work allocations herein are not intended to absolve the respective governmental entities from liability with respect to the care and maintenance of the streets and roads within their respective legal jurisdictions.
- e. The Parties to this Agreement do not waive any defenses, immunities, or other limitations applicable to a respective party and nothing herein shall be so construed. Each party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to, asserting defenses of immunities available under applicable law.
- f. This article shall survive the termination of this Agreement where necessary to protect each party to this Agreement.

5. EMPLOYMENT STATUS. The City shall not be the employer of any personnel of the County performing services under this agreement and shall have no liability for payment of any salaries, wages, other compensation or benefits to such personnel. Story County shall provide workers' compensation insurance on all employees of the Board of Supervisors hereunder and the City shall not be liable for compensation of any kind to any County employee for injury or sickness arising out of any employment. The County shall hold the City harmless for any such claim.

The County shall not be the employer of any personnel of the City performing services under this agreement and shall have no liability for payment of any salaries, wages, other compensation or benefits to such personnel. The City of Ames shall provide workers' compensation insurance on all employees of the City hereunder and the County shall not be liable for compensation of any kind to any City employee for injury or sickness arising out of any employment. The City shall hold the County harmless for any such claim.

6. NO SEPARATE ENTITY ESTABLISHED. No separate legal or administrative entity is created by this agreement.

7. DURATION. This agreement shall remain in effect until either party sends thirty days' prior written notice of termination.

8. FINANCING. Both parties agree that the exchange of services described above provide equal mutual benefit and that no billing or payment will be made by either for work done under this agreement.

9. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior oral or written agreements, statements, representations, and promises. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed and approved by both governmental entities.

10. **AMENDMENTS.** This Agreement represents the entire agreement of the parties. Any amendments must be in writing, approved by the governing bodies of both Parties, and executed by the authorized representatives of both Parties. All executions, terminations, and amendments of this Agreement will be filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E.8 of the Code of Iowa.

11. **VALIDITY.** In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of the Agreement that are valid shall continue in full force and effect.

12. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules), and applicable federal law.

13. **AUTHORITY.** Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this 28E agreement effective as of the date first written.

STORY COUNTY, IOWA

CITY OF AMES, IOWA

By: _____
Rick Sanders, Chair
Board of Supervisors

By: _____
Ann Campbell, Mayor

Witness:

Attest:

By: _____
Lucy Martin, Auditor

By: _____
Diane R. Voss, City Clerk