

**COUNCIL ACTION FORM**

**SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR ONGOING FLOOD WARNING SYSTEM**

**BACKGROUND:**

Iowa Code Chapter 28E allows state and local governments to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to co-operate in other ways of mutual advantage. Following the floods of 1993, the City of Ames, Iowa State University, Iowa Department of Transportation, and Story County entered into a 28E intergovernmental agreement to establish a flood warning system in the area of Ames. The purpose of this system is to aid emergency response activities, and is not intended to serve as a public warning system in any way.

Through the agreement, the parties jointly funded the installation of four new river stage gauges and 10 new rainfall gauges in the watershed upstream of Ames. The 28E agreement also enables the parties to jointly contribute to the routine operation and maintenance of the system. This includes electricity, telephone expenses, and labor provided by the City of Ames to maintain the system. All costs are shared on the following percentage basis:

City of Ames	40%
ISU	40%
IDOT	10%
Story County	10%

None of the funding agencies allocate any of their administrative expenses to the system. The manipulation of the system during a flooding event is performed by staff of the City's Water and Pollution Control Department, and that time is not charged against the agreement.

The administrator of the 28E agreement is the Director of Water and Pollution Control. All procurements for goods and services are agreed to be conducted according to the City's purchasing policies.

The original agreement was signed in March 1994, and is used multiple times each year to provide significant advanced warning of any impending flood events, allowing for a more robust emergency response. The original agreement was for a period of 20 years and expired last month. Ames staff has made contact with their counterparts at the other funding agencies, and all parties have expressed a willingness at the staff level to renew the agreement for another 10 years. Staff is recommending that the City Council authorize execution of a renewal of the 28E agreement, subject to approval by the governing bodies of the other three funding partners.

**ALTERNATIVES:**

1. Approve the 28E Agreement for an Ongoing Flood Warning System, subject to the approval of the other parties to the agreement.
2. Do not authorize the renewal agreement. This would result in either the City funding 100% of the system from this point forward, or the elimination of the early flood warning system.

**MANAGER'S RECOMMENDED ACTION:**

The original 28E agreement has allowed a coordinated early warning response by the City, ISU, IDOT, and Story County for impending flood events. The agreement allows the four partners to jointly participate in the cost of the flood warning system and to benefit from the advance notice the system provides. The agreement recently expired, and staff at all four funding agencies are supportive of entering into a renewal of the 28E agreement for an additional ten years.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal 28E agreement subject to the approval of the governing bodies of the other three funding partners.

**AGREEMENT FOR ONGOING  
FLOOD WARNING SYSTEM**

This agreement, made and entered into, effective the \_\_\_\_ day of \_\_\_\_\_, 2014 by, between, and among **THE CITY OF AMES, IOWA** (City), **IOWA STATE UNIVERSITY (ISU)**, **STORY COUNTY** (County), and the **IOWA DEPARTMENT OF TRANSPORTATION (IDOT)** pursuant to the provisions of Chapter 28E, Code of Iowa,

**WITNESSETH THAT:**

Whereas in 1994 the aforementioned parties entered into a 28E agreement for the establishment of a Flood Warning System (System), and whereas the aforementioned parties hereto would each and all benefit from cooperation in continuing to operate and maintain such a system;

Now, therefore, the parties hereto agree as follows:

**I.  
PURPOSE**

The purpose of this agreement is to cooperate in the ongoing operation and maintenance of apparatus that will provide a flood warning system in the area of Ames, Iowa. The system is to serve the interests of the parties and protection of their respective facilities and is not to be used as a public warning system. The parties do not undertake any duty to warn the public of impending flood. The parties do not warrant the accuracy, timeliness, or any other aspect of the information provided by the system; and the use of the information by any of the parties shall be at its own risk.

**II.  
SCOPE OF ACTIVITIES**

- A. Four existing river stage gauges shall be maintained; two on Squaw Creek and two on the Skunk River, upstream from Ames, Iowa. Output from those gauges will be transmitted directly to the City's water treatment plant. Two sets of spare components will also be kept on-hand for maintenance purposes.
- B. The existing computer model of Squaw Creek and Skunk River will be maintained, and will, from time to time, be recalibrated and updated.
- C. Ten existing precipitation gauges shall be maintained at locations in the watershed appropriate to provide input data for the computer model. Output from these gauges will be transmitted directly to the City's water treatment plant. Two sets of spare components will also be kept on-hand for maintenance purposes.
- D. Computer hardware and software systems will be maintained and periodically replaced to interface with the stream and precipitation gauges and to run the computer model.
- E. USGS river gauge stations exist on Squaw Creek and Lincoln Way, on Skunk River north of Ames on Riverside Drive, and on Skunk River near Highway 30.

**III.  
FINANCING**

- A. The parties agree to share the operation and maintenance costs for the Flood Warning System on the following percentage basis:
- |        |     |
|--------|-----|
| City   | 40% |
| ISU    | 40% |
| County | 10% |
| IDOT   | 10% |
- B. The USGS covers 100% of the cost of the Skunk River gauge on Riverside Drive. The City of Ames pays 100% of the cost of the Skunk River gauge near Highway 30, of which 50% is then charged to the Flood Warning System. ISU pays 100% of the cost of the Squaw Creek gauge on Lincoln Way; 50% is then billed to the City, who then charges 25% of the total cost to the Flood Warning System.
- C. No depreciation funds will be set aside for future repairs or replacements. All costs will be charged to the System in the year they occur.
- D. The City will charge the System for the cost of its hourly employees who maintain the System. No time will be charged for technical or administrative staff time.
- E. The City will invoice each party on an annual basis for the estimated cost to operate and maintain the System during that year. A reconciliation of the actual cost will be made at the conclusion of the year and included in the invoice for the subsequent year.
- F. Any major or non-routine upgrades or modifications to the System will be agreed to among all parties before such upgrades or modifications are undertaken.
- G. In the event of the sale of property acquired hereunder, the proceeds of the sale shall be shared among the parties by way of the aforesaid percentages.

**IV.  
ADMINISTRATION**

- A. The administrator for this cooperative effort shall be the Director of Water and Pollution Control for the City. All services and materials will be procured in accordance with the practice and procedures of the City.
- B. The ownership of property acquired hereunder shall be considered joint-ownership among the parties in percentages corresponding to the cost-sharing percentages stated in Section III.

**V.  
MISCELLANEOUS**

- A. **DURATION.** This agreement and the cooperative effort for a Flood Warning System shall be in full force for ten years or until terminated by mutual agreement of all parties.

B. COUNTERPARTS. This agreement and the consents indicated below may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same agreement.

**IN WITNESS THEREOF**, the parties have caused this instrument to be signed by their authorized representatives.

CITY OF AMES, IOWA

STORY COUNTY, IOWA

\_\_\_\_\_  
Ann Campbell, Mayor

\_\_\_\_\_  
Diane Voss, City Clerk

IOWA STATE UNIVERSITY

IOWA DEPT. OF TRANSPORTATION

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IOWA STATE BOARD OF REGENTS