

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF AMES and STORY COUNTY, IOWA
FOR SHARING OF INITIAL COSTS FOR POTENTIAL ROUNDABOUT
IMPROVEMENT AT G.W. CARVER & CAMERON SCHOOL ROAD INTERSECTION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of _____, 2026, by the City of Ames ("City"), 515 Clark Avenue, Ames, Iowa, and Story County, Iowa ("Story County"), 900 Sixth Street, Nevada, Iowa, hereinafter referred to as the "Parties." The Parties agree to the following:

- I. **PURPOSE.** This MOU is to clarify and set forth terms and conditions between the City and Story County regarding the sharing of costs for preliminary design and preparation of a DOT grant application for potential improvements to the intersection of G.W. Carver Avenue and Cameron School Road.
- II. **SITE DETAILS.** The Parties have identified the intersection as a corridor improvement project related to the development of real property lying within Story County. The southern half of the intersection is currently within the corporate limits of the City, and the northern half of the intersection is currently within the exclusive limits of Story County. Installation of a roundabout at the intersection is under consideration by the Parties, subject to appropriate further study on the impacts to design, traffic and overall cost.
- III. **TERM.** This MOU shall remain in effect for a term of two years unless extended by mutual written agreement of the Parties.
- IV. **OBLIGATIONS OF PARTIES.** The Parties acknowledge that the initial steps required to evaluate the appropriateness of a roundabout located at the subject intersection are as follows: (1) Preparation of a preliminary design sufficient to identify right-of-way impacts and development of a detailed opinion of probable construction (OPC) cost; and (2) Preparation and submittal of a Traffic Safety Improvement Program (TSIP) grant application to the Iowa Department of Transportation. As between the Parties, the City shall have the responsibility for procurement of the engineering consultant and for the preparation and submittal of the grant application. The City will submit the proposed contract documents and grant application to Story County for review and approval, which will not be unreasonably withheld or denied.
- V. **COST SHARING.** The Parties agree to equally share the actual cost of the aforementioned engineering services. The City shall pay the full cost of the engineering services initially. After the engineering services are paid by the City, the City shall submit to Story County an invoice setting forth the final expenses with supporting documentation, and Story County will reimburse the City for its fifty-percent (50%) share; however, Story County's share of the total cost shall be capped at a maximum of \$50,000 regardless of actual total cost.
- VI. **OBLIGATION TO PROCEED.** The Parties agree that this MOU obligates neither Party to construct the project described herein, fund construction or proceed with any future improvement to the intersection.

- VII. **HOLD HARMLESS.** To the extent allowed by law, each Party agrees to hold the other harmless from all third-party claims arising from this MOU.
- VIII. **ASSIGNMENT.** Neither Party may assign its rights or obligations under this MOU without the written consent of the other Party. The Parties do not intend to create any new legal entity by virtue of this MOU, and the provisions of this MOU shall not be deemed to have created a partnership or other legal entity.
- IX. **NOTICES/MISCELLANEOUS.** Notices relating to this MOU shall be in writing and shall be delivered by certified mail or commercial overnight courier at the addresses stated above and shall be deemed complete upon receipt. The failure of either Party to require performance of any term or condition of this MOU by the other Party shall not constitute a waiver to subsequently enforce such term or condition. The invalidity of one or more provisions of this MOU shall not affect the enforceability of the remaining provisions. The Parties' rights and obligations in this MOU that, by their nature, would continue beyond the termination of this MOU shall survive such termination.
- X. **COUNTERPARTS.** The Parties agree that this MOU may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed by their authorized representatives as of the date first written above.

CITY OF AMES

By _____
John A. Haila, Mayor

Attest _____
Renee Hall, City Clerk

**STORY COUNTY, IOWA
Board of Supervisors**

By _____
Linda Murken, Chair

Recommended for approval by:

 2-4-26

Darren R Moon, P.E.

Date