

RESOLUTION NO. 2376

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR AND COUNCIL PRESIDENT TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH WICOMICO COUNTY, MARYLAND REGARDING MUTUAL SHARING OF SNOW REMOVAL ROUTES.

WHEREAS, both Wicomico County and the City of Salisbury provide snow removal services on the roads within their respective jurisdictions and recognize that due to changes in their respective boundaries, the efficient provision of municipal services can best be accomplished by exchanging certain snow removal obligations; and

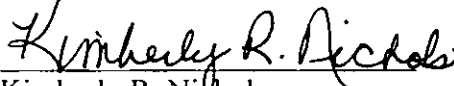
WHEREAS, the City of Salisbury and Wicomico County Departments of Public Works have reached a mutual understanding in identifying certain shared routes to provide snow removal services; and

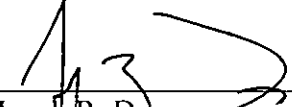
WHEREAS, the City of Salisbury and Wicomico County Departments of Public Works have developed the attached Memorandum of Understanding that identifies the shared routes and defines the responsibilities of each jurisdiction in regards to snow removal; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor and Council President to sign the attached Memorandum of Understanding accepting the responsibilities of each party in regards to shared snow removal of certain roads.

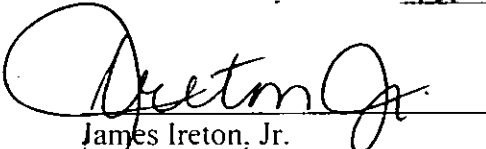
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 10th day of March, 2014 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols
CITY CLERK


Jacob R. Day
PRESIDENT, City Council

APPROVED by me this 12th day of March, 2014


James Ireton, Jr.
MAYOR, City of Salisbury

**INTERGOVERNMENTAL AGREEMENT
FOR ROADWAY SNOW REMOVAL**

This Agreement is entered as of the last date listed below, by and between Wicomico County, Maryland ("the County"), a body corporate and politic of the State of Maryland and the City of Salisbury, Maryland ("the City"), a municipal corporation.

WHEREAS, the County maintains a certain public roadway system for the benefit of the residents of the County, and the City maintains a certain public roadway system for the benefit of the residents of the City; and,

WHEREAS, both the County and the City provide snow removal services on the roads within their respective jurisdictions, and recognize that, due to changes in their respective boundaries, the efficient provision of municipal services can best be accomplished by exchanging certain snow removal obligations; and,

WHEREAS, the County and the City have agreed to exchange snow removal services for certain roadway areas, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the benefit to the public served by both the County and the City, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated by reference and constitute an integral component of this Agreement.
2. Roadways Subject to this Agreement. The following portions of the designated public roads shall be subject to the terms of this Agreement:

WICOMICO COUNTY SNOW ROUTES		
Road	Area	Lane Miles
Beaglin Park Drive	All South of Rt. 50	10.46
Pemberton Drive	Rt. 349 to Crooked Oak Lane	6.00
South Schumaker Drive	Rt. 12 to Mallard Landing	6.36
Johnson Road	Rt. 12 to Mallard Landing	2.62
Robins Avenue	Rt. 12 to Dykes Road	1.88
Glen Avenue	Long Avenue to Gunby Road	7.06
South Division Street	Dykes Road to Village @ Tony Tank	2.28
Naylor Mill Road	Rt. 50 to Jersey Road	5.48
Total		42.14

CITY OF SALISBURY SNOW ROUTES		
Road	Area	Lane Miles
Beaglin Park Drive	All North of Rt. 50	16.04
Dykes Road	South Division Street to Dead End	3.96
South Division Street	College Avenue to Dykes Road	3.11
Phillip Morris Drive	Rt. 350 to Rt. 346	2.13
Tilghman Road	Rt. 350 to Merritt Mill Road	3.24

College Avenue	Rt. 12 to Rt. 13	6.48	
Naylor Mill Road	Jersey Road to Rt. 13	5.51	
Total			40.47
Difference			1.67

3. Conditions of Snow Removal. The snow removal shall be performed according to the following terms and conditions:

a) Neither the County nor the City is undertaking any affirmative obligation to provide snow removal services, nor acknowledging any duty to provide the same. The County and the City agree that they shall incorporate the above-listed roads into their normal snow removal lists, and shall plow the said roads on the same conditions as they plow the remainder of their respective roads. Nothing contained herein shall be construed as either the County or the City undertaking any duties to any third parties, whatsoever.

b) The County and the City agree that the exchange of services is an even exchange, and no additional consideration or compensation shall be due between them.

c) The County and the City acknowledge that this Agreement is entered into by and between them for convenience, and does not constitute either acceptance or release of jurisdiction or responsibility for the roadways subject to this Agreement (except as otherwise provided herein).

d) The County and City shall remain responsible for all maintenance obligations (other than snow removal) for the portions of roads affected by this Agreement, regardless of the cause for such maintenance. Wear and tear to the roadways, including wear caused by snow removal activities, shall be included within the maintenance obligation of the party with primary jurisdiction over any roadway. Upon discovery of any damage to a roadway subject to this Agreement, each party shall use its best efforts to timely inform the other party of the same.

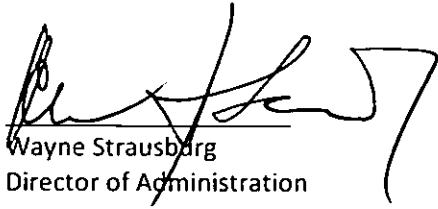
e) Snow removal, as contemplated herein, shall include both the mechanical removal of snow (snow plowing) as well as salting of the roads or other anti-freeze measures.

f) Both the County and the City agree that, to the extent permitted by law, they shall indemnify and hold harmless the other from any claims arising out of the snow removal or the failure to remove snow from the roads affected by this Agreement, or otherwise arising out of their actions under this Agreement. Each shall maintain insurance in such amounts as they shall deem necessary and appropriate to cover their respective activities.


g) Both the County and City agree that the snow removal described in this Agreement shall be limited to roadways and that neither party shall be obligated to remove snow from sidewalks, bike paths and/or greenways.

4. Term of Agreement. This agreement shall be for a term of one year, and shall thereafter continue in place and be automatically renewed for successive terms of one year each, unless earlier terminated. This agreement may be terminated by either the County or the City at any time, upon provision of not less than thirty (30) business days written notice to the other party.

Attest:


Wayne Strausburg
Director of Administration

Wicomico County, Maryland

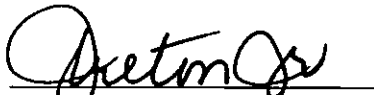

Richard M. Pollitt, Jr
County Executive

Date: 1/14/14

Attest:

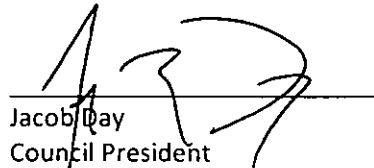

Tom Stevenson
Interim City Administrator

City of Salisbury, Maryland


James Ireton
Mayor

Date: 3/14/14

March 12, 2014


Jacob Day
Council President

Date: 3/18/14

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

MARYLAND

125 NORTH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

To: Tom Stevenson, Interim City Administrator
From: Mike Moulds, Director *MM*
Date: January 16, 2014
Re: Intergovernmental Agreement for Roadway Snow Removal

For the February 3rd Council meeting, we are enclosing an agreement for roadway snow removal shared responsibility between The City and Wicomico County. The agreement designates snow removal responsibility between the City and County for certain roads that transition in and out of the City. In the interest of efficiency and coordination the City and County Public Works Departments have divided up the responsibility for snow plowing these designated streets.

We have reviewed the lane mileage determinations and compared them with the coverage we are currently managing. It is our opinion the road distance sharing is fair and reasonable. We recommend Council approval of the agreement.

The agreement is simply stated and straight forward. However please advise if you feel it necessary for the City solicitor to review.

Unless you or the Mayor has further questions, please forward a copy of this memo to the City Council.