

Preparer: David L. Dorff, Assistant Attorney General, Phone: 515-281-5351, Fax: 515-242-6072
IOWA DEPARTMENT of JUSTICE, Lucas Bldg., Room 018, 321 E. 12th St., Des Moines, IA 50319
Return to: Woodbury County SWCD, Pioneer Mall Professional Center, 204 First St., Ste C1, Sergeant Bluff, IA 51054

**28E AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA, and the WOODBURY SOIL AND
WATER CONSERVATION DISTRICT for FUNDING AND MANAGEMENT of a
WATERSHED INSPECTION and MAINTENANCE PROGRAM in WOODBURY
COUNTY, STATE OF IOWA**

This Agreement is entered into this 12th day of May, 2015, by and between: Woodbury County, Iowa (hereinafter "County"), located at 620 Douglas Street, Rm. 104, Sioux City, Iowa 51101 and the Woodbury Soil and Water Conservation District (hereinafter "SWCD"), located at 204 First Street, Ste C1, Sergeant Bluff, Iowa 51054. This Agreement is entered into pursuant to Chapter 28E of the Code of Iowa.

1) PURPOSE

This Agreement is entered into between the County and the SWCD for the purpose of providing the terms under which the Parties agree to fund and manage a watershed inspection and maintenance program in Woodbury County as sponsors of the Little Sioux River Flood Protection Project. This project involves approximately 460 grade stabilization control structures which have been constructed with federal funds and local contributions since 1949. The Parties do not intend to create a separate legal entity under this Agreement.

2) TERM

This Agreement shall begin on July 1, 2015, and terminate on June 30, 2016. The Agreement may be extended by the written agreement of all parties on terms stated therein.

3) **ADMINISTRATION**

This Agreement shall be administered by the SWCD. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms outlined below.

4) **HOLDING OF PROPERTY UNDER THIS AGREEMENT**

All real and personal property used or acquired under the terms of this Agreement shall be held in the name of the SWCD.

5) **COUNTY RESPONSIBILITIES**

The County shall provide the SWCD with funds in the amount of Thirty-one Thousand Dollars (\$31,000.00), payable in installments of Ten Thousand Three Hundred Thirty-four Dollars (\$10,334.00), due July 1, 2015; Ten Thousand Three Hundred Thirty-three Dollars (\$10,333.00), due January 1, 2016, and Ten Thousand Three Hundred Thirty-three Dollars (\$10,333.00) due June 1, 2016. Payments shall be sent to the SWCD office at 204 First Street, Ste C1, Sergeant Bluff, IA 51054. The funds provided to the SWCD by the County shall be used by the SWCD to employ an individual to inspect and maintain the watershed structures described in paragraph I of this Agreement. The individual employed by the SWCD will record the condition of, and maintenance work performed on, each structure. Other related duties will be performed by the individual employed by the SWCD, as outlined in a position description prepared for the position by the SWCD.

6) **SWCD RESPONSIBILITIES**

The SWCD shall employ an individual to inspect and maintain the watershed structures described in paragraph I of this Agreement. The individual employed by the SWCD will record the condition of, and maintenance work performed on, each structure. The SWCD shall supervise the individual employed as an employee of the SWCD, and shall indemnify and hold harmless the County for any negligence on the part of the individual employed by the SWCD. The individual employed by the SWCD will represent the SWCD in performing all types of watershed work.

7) **FINANCING**

The SWCD shall pay all costs associated with the administration of this Agreement, except as provided in paragraph V of this Agreement.

8) **AMENDMENT**

This Agreement may be amended from time to time by written agreement of the Parties. All amendments shall be in writing, signed by both Parties, and electronically filed with the Secretary of State as required by Iowa Code section 28E.8 (2013).

9) **TERMINATION**

The County may terminate this Agreement at any time with 120 days written notice to the SWCD. Upon termination of this Agreement, the Parties agree to use their best efforts to wrap up all operations undertaken pursuant to this Agreement. In the event of a conflict as to the distribution of any real or personal property, such conflict shall be resolved between the parties by arbitration paid for equally between the disputing parties.

X. **NOTICES**

Whenever notices and correspondence are to be given under this Agreement, the notices shall be given by personal delivery to the other party, or sent by mail, postage prepaid, to the other party as follows:

To the County

Woodbury County
Room 104
Woodbury County Courthouse
Sioux City, IA 51101

To the SWCD

Woodbury SWCD
204 First Street, Ste C1
Sergeant Bluff, IA 51054

10) **APPLICABLE LAW**

This Agreement is to be governed by the laws of the State of Iowa.

11) **FILING**

It is agreed that the County will electronically file this Agreement with the Secretary of State as required by Iowa Code section 28E.8 (2013).

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this 28E Agreement and have caused their duly authorized representatives to execute this 28E Agreement.

WOODBURY COUNTY

BY: *Mark Munson*
Mark Munson, Chairperson
Woodbury County Board of Supervisors

DATE: 5-12-15

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the 12th day of May, 2015, by Mark Munson, as Chairperson of the Woodbury County Board of Supervisors.

Karen James
NOTARY PUBLIC FOR THE STATE OF IOWA



WOODBURY SOIL AND WATER CONSERVATION DISTRICT

BY: *Kenneth Gard*
Kenneth Gard, Chair
Woodbury Soil and Water Conservation District

DATE: 4-21-2015

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the 21st day of April, 2015, by Kenneth Gard, as Chairman of the Woodbury Soil and Water Conservation District.

Jennifer A Davis
NOTARY PUBLIC FOR THE STATE OF IOWA



KAREN J.
Commissioner
My Commission