



Paul D. Pate
 Secretary of State
 State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M509150

7/12/2016 2:58:46 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Woodbury County Iowa	County	Woodbury
Party 2	Woodbury Soil & Water Conservation District	Regional or District	Woodbury
Party 3			
Party 4			
Party 5			

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 370 Other Public Works
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 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.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires 6/30/2017 Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: _____

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name _____ FIRST Name _____

Title _____ Department _____

Email _____ Phone _____

14
05/31/16

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 31st day of May, 2016, 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, 2016, and terminate on June 30, 2017. 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 Seventy-two Thousand Dollars (\$72,000.00), payable in installments of Twenty-four Thousand Dollars (\$24,000.00), due July 1, 2016; Twenty-four Thousand Dollars (\$24,000.00), due January 1, 2017, and Twenty-four Thousand Dollars (\$24,000.00) due June 1, 2017. 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 individuals to inspect and maintain the watershed structures described in paragraph I of this Agreement. The individuals employed by the SWCD will record the condition of, and maintenance work performed on, each structure. Other related duties will be performed by the individuals employed by the SWCD, as outlined in a position description prepared for the position by the SWCD.

6) **SWCD RESPONSIBILITIES**

The SWCD shall employ individuals to inspect and maintain the watershed structures described in paragraph I of this Agreement. The individuals employed by the SWCD will record the condition of, and maintenance work performed on, each structure. The SWCD shall supervise the individuals employed as employees of the SWCD, and shall indemnify and hold harmless the County for any negligence on the part of the individuals employed by the SWCD. The individuals 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 (2015).

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 (2015).

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: *Jeremy Taylor*
Jeremy Taylor, Chairperson
Woodbury County Board of Supervisors

DATE: 5-31-16

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the 31st day of May, 2016, by Jeremy Taylor, as Chairperson of the Woodbury County Board of Supervisors.

Karen James
NOTARY PUBLIC FOR THE STATE OF IOWA

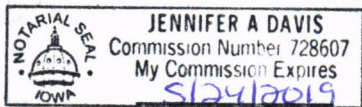


WOODBURY SOIL AND WATER CONSERVATION DISTRICT

BY: *Kelly Ingenthron*
Kelly Ingenthron, Vice-Chairperson
Woodbury Soil and Water Conservation District

DATE: 5-17-16

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the 17th day of May, 2016, by Kelly Ingenthron, as Vice-Chairperson of the Woodbury Soil and Water Conservation District.



Jennifer A Davis
NOTARY PUBLIC FOR THE STATE OF IOWA