

**AMENDED AND RESTATED 28E AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA
AND THE
WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY**

This Amended and Restated 28E Agreement (“Amended Agreement”) is made and entered into pursuant to the provisions of Chapter 28E of the Code of Iowa as of this 14th of September, 2020, by and between WOODBURY COUNTY, IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“County”) and the WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27 (“Authority”). The County and the Authority are herein referred to as the “Parties” to this Amended Agreement.

WHEREAS, the Authority was created pursuant to Iowa Code Section 346.27, by its incorporating units, Woodbury County, Iowa and Sioux City, Iowa, for purposes of constructing and owning a law enforcement center (“Project”); and

WHEREAS, the Authority intends to finance the entire cost of the Project, including certain fees for the design, engineering, testing and project management of the Project, by issuing revenue bonds; and

WHEREAS, certain of the design, engineering, testing and project management fees for the Project will become due prior to the issuance of said bonds; and

WHEREAS, the Board of Supervisors of the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of certain design, engineering, testing and project management fees for the Project not to exceed \$1,000,000; and

WHEREAS, the Parties desire to enter into a contract under Chapter 28E in order to define their respective rights and obligations in connection with payment associated with the design, engineering, testing and project management fees for the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and the Authority hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties in connection with financing certain design, engineering, testing and project management costs of the Project not to exceed \$1,000,000, which is a public improvement project of mutual benefit to the constituents and incorporating units of both Parties.

Section 2. Agreement – Manner of Financing. In order to effectuate the purpose hereunder and to facilitate the design and construction of the Project, the Parties agree as follows:

A. County's Obligations – The County shall pay the Authority for the cost of certain design, engineering, testing and project management services for the Project in an amount not to exceed \$1,000,000 from the general basic fund cash on hand. The payment shall be financed in cash from such funds as may be legally available including cash on hand and such other funds as the Board of Supervisors may at its sole discretion determine and provide.

B. Authority's Obligations – The Authority shall use said payment(s) from the County to pay for such design, engineering, testing and project management services as the Board of Commissioners deems reasonable and necessary. The Authority shall accept payment from the County for the purpose of paying such design, engineering, testing and project management fees due on the Project. The Authority shall reimburse the County for 100% of its payment(s), not to exceed \$1,000,000. The Authority's reimbursement to the County shall be made within sixty (60) days after the proceeds from the Authority's revenue bonds for the Project become available.

Section 3. Agreement – Method of Approval. The Parties shall approve this Agreement by resolution adopted by action of their respective governing bodies, which resolution shall authorize the Chairperson and County Auditor of the County and the Chairperson and Secretary of the Authority to execute this Amended Agreement.

Section 4. Agreement – Filing with Secretary of State. When this Amended Agreement has been executed by the Parties, it shall be electronically filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

Section 5. Duration. This Amended Agreement shall be in effect as of the date of the filing of the Amended Agreement with the Secretary of State and shall continue indefinitely until and unless terminated by the action of any party to this Amended Agreement as provided herein. This Amended Agreement may also be terminated by either party for any reason, at any time, by providing the other party with written notice of such party's desire to terminate this Amended Agreement. Upon such notice, this Amended Agreement shall automatically terminate 60 days after such notice is provided.

Section 6. No Entity. No separate entity is created hereby.

Section 7. Designated Administrator. The parties agree that Dennis Butler, or his designee, shall be designated as the sole administrator of this Amended Agreement for purposes of the filing requirements outlined by Iowa Code Section 28E.8. Each party shall otherwise separately administer its own activities.

Section 8. Notices. Any notice, demand or other communication under this Amended Agreement shall be made in writing as follows:

If to the County:

Woodbury County Board of Supervisors
Attn: Chairperson, Board of Supervisors
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, IA 51101

If to the Authority:

Woodbury County Law Enforcement Center Authority
Attn: Chairperson, Board of Commissioners
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, Iowa 51101

Section 9. Governing Law. This Amended Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

Section 10. Entire Agreement. This Amended Agreement contains the entire Amended Agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.

Section 11. No Third-Party Beneficiaries. Nothing in this Amended Agreement shall be construed to confer any right upon any third party, and the parties hereto specifically acknowledge, agree and declare that no person is intended to be a third-party beneficiary to this Amended Agreement.

IN WITNESS WHEREOF, the County has caused this Amended Agreement to be duly executed in its name and behalf by the Chairperson of the Board of Supervisors and its seal to be hereunto duly affixed and attested by its Auditor, and the Authority has caused this Amended Agreement to be duly executed in its name and behalf by its Chairperson and attested by its Secretary, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

WOODBURY COUNTY, IOWA

By: *[Signature]*
Chairperson, Board of Supervisors

ATTEST:

By: *[Signature]*
County Auditor

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this 8th day of September, 2020, before me a Notary Public in and for said State, personally appeared Matthew Ung and Patrick Gill, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, Iowa, an Iowa county created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Karen James
Notary Public in and for the State of Iowa



WOODBURY COUNTY LAW ENFORCMENT
CENTER AUTHORITY

(SEAL)

By: *Ron Wieck*
Chairperson, Board of Commissioners

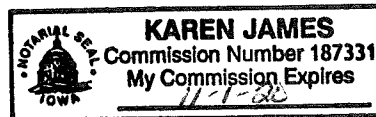
ATTEST:

By: *Dan Moore*
Secretary, Board of Commissioners

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this 14th day of September, 2020, before me a Notary Public in and for said State, personally appeared Ron Wieck and Dan Moore, to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Board of Commissioners of the Woodbury County Law Enforcement Center Authority, created and existing under Iowa Code Section 346.27 , and that the seal affixed to the foregoing instrument is the seal of said Authority, and that said instrument was signed and sealed on behalf of said Authority by authority and resolution of its Board of Commissioners, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said Authority by it voluntarily executed.

Karen James
Notary Public in and for the State of Iowa



[ATTACH RESOLUTION OF BOARD OF SUPERVISORS APPROVING
AMENDED AGREEMENT]

[ATTACH RESOLUTION OF THE WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY APPROVING AMENDED AGREEMENT]
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