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## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, entered into this 26 of March, 2019, by and between the County of Woodbury, hereinafter referred to as "County" and the City of Hornick, Iowa, hereinafter referred to as "Municipality."

### **Purpose**

The Municipality desires to receive assistance with floodplain management services from the County. The County is agreeable to rendering such services on terms and conditions hereinafter set forth.

In consideration of the mutual promises contained herein, it is agreed as follows:

The County agrees through the Community & Economic Development Department of the County, hereinafter referred to as "CED", to temporarily assist the Municipality with learning how to execute the duties and functions of the type customarily rendered by a designated community floodplain manager within the corporate limits of the Municipality. The CED will attempt to assist with providing floodplain management services as-needed each month for the duration of the Agreement.

It is agreed that the Municipality will share the services of the Woodbury County Community & Economic Development Department with other residents in Woodbury County. The Municipality agrees to pay any and all incidental fees and associated expenses incurred during the normal course of floodplain management activities when performed on behalf of the Municipality.

Services provided shall be administered and supervised by the Woodbury County CED Director. The CED Director or his designee shall meet monthly with designated representatives of the Municipality to review a summary of the work performed by CED personnel on behalf of the Municipality. Any complaints, requests, questions about or discretionary matters made by CED personnel shall be directed to the Mayor of the Municipality. The discipline of CED personnel, matters of performance of services and of personnel so employed shall remain with the County.

To facilitate the performance of said functions it is hereby agreed that the County shall have full cooperation and assistance from the Municipality, its officers, agents and employees. The County agrees to supply a vehicle and equipment suitable for the work to be performed during the period of this Agreement. During the course of this Agreement and upon termination of this Agreement, all vehicles and equipment furnished by the County shall remain property of the County.

The Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any County personnel performing services herein for said Municipality or any liability other than provided for under the Agreement. County personnel performing the services rendered pursuant to this Agreement shall remain the employees of the County and shall not be considered employees of the Municipality. The County shall maintain workers compensation insurance as required by law.

The Municipality shall defend, indemnify and hold harmless the County for any claim or injury arising as a result of the performance of this Agreement by Woodbury County. However, the Municipality, its officers and employees, shall not be deemed to assume any liability for willful, wanton, or grossly negligent acts of said County or officers or employees, thereof, and said County shall defend, indemnify and hold harmless Municipality and its officers and employees against any claim for damages resulting there from.

The County, its officers and employees, shall not be deemed to assume any liability for intentional willful, wanton, or grossly negligent acts of said Municipality or officers or employees, thereof, and said Municipality shall defend, indemnify and hold harmless Woodbury County and its officers and employees against any claim for damages resulting there from.

The County shall not seek payment for hours of service provided as described in said Agreement: The County agrees to provide its best-faith effort when providing assistance with floodplain management services and will do so at no-cost to the Municipality for the duration of this Agreement.

**Duration**

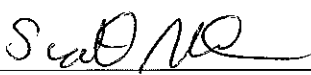
This Agreement shall become effective upon signature by the authorized officials of participating entities and shall run a period of 4 months with the option of being renewable for successive periods not to exceed twelve months. The Municipality shall notify the County 15 days prior to the expiration of said Agreement in writing that it wishes to renew the same Agreement, make changes to the Agreement or discontinue said Agreement. The County may also discontinue or request changes to the Agreement at the end of an Agreement term by giving written notice to Municipality 15 days prior to the end of an Agreement term. If either party gives notice of proposed changes to this agreement as provided above, this Agreement will not be renewed unless the parties reach a mutual agreement concerning the proposed changes. This Agreement shall be construed in accordance with the laws of the state of Iowa

The County and Municipality certify that the foregoing Agreement was duly adopted by their respective bodies in accordance with Iowa law:

**WOODBURY COUNTY, IOWA**

By:   
Chairman, Board of Supervisors

**CITY OF HORNICK, IOWA**

By:   
Mayor

Attest:  - Deputy  
County Auditor

Attest:   
City Clerk