Woodbury County Board of Supervisors
Agenda Item(s) Request Form

Date: 08/20/2026 **Weekly Agenda Date:** 08/25/2026

Elected Official / Department Head / Citizen: Daniel Bittinger & Kevin Grieme

Wording for Agenda Item:

Siouxland District Health Department 2027 28E Agreement Renewal

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☐

Hold Public Hearing ☐ Informational ☒ Attachments ☒

Set Time _____

Reviewed by County Attorney's Office ☐

Background & Financial Impact:

The current Siouxland District Health Department 28E agreement with Woodbury County is up for renewal. A new 28E agreement needs to be signed and approved by the BOS by January 1, 2027.

Today's agenda item is a continued discussion for the BOS to determine if any provisions of the agreement need to be updated or removed to create a final draft for approval.

Health Director Kevin Grieme has provided a side-by-side comparison of a few provisions within the 28E agreement for discussion.

Recommendation:

Approved by Board of Supervisors on March 17, 2026

FINAL APPROVED

28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA, AND SIOUXLAND DISTRICT BOARD OF HEALTH

This Agreement is entered into ~~this 24th day of September 2002,~~ by and between: Woodbury County, Iowa (hereinafter "County"), located at 620 Douglas Street, Sioux City, Iowa 51101 and the Siouxland District Board of Health (hereinafter "District Health"), located at 205 5th Street, Sioux City, Iowa 51101. This agreement is entered into pursuant to Section 28E.12 of the Code of Iowa.

1. PURPOSE AND OBJECTIVE

This Agreement is entered into between the County and District Health (hereinafter "Parties") for the purpose of providing the terms under which County provides funding and other support for District Health and to set forth the terms of lease of office space for District Health It is the objective of the Parties in entering into this Agreement to enable District Health to better fulfill its statutory duties and obligations. The Parties do not intend to create a separate legal entity under this Agreement District Health has and will continue to operate as a separate and autonomous organization from that of the County.

11. TERM

Current	**Proposed changes**
This Agreement shall begin on July l, 2002 and, unless sooner terminated as provided below, terminate on June 30, 2003. The Agreement shall automatically renew for successive one year periods thereafter unless either party gives the other written notice of intent not to renew. Such notice shall be given not less than ninety (90) days before the end of the original or any succeeding renewal term. Notwithstanding the termination of this Agreement, however, the lease of the property identified in Exhibit B hereto, as provided in section V(B), below, shall continue until January l, 2012 unless the term is extended as provided in said subparagraph V(B)(iii).	10 Year agreement? (An amendment to the 28E was executed to extend the current agreement until January 1, 2027. This allowed SDHD to receive funding from Health Resources and Services Administration the renovation of the original facility for public health services, no other changes were made with this amendment)

111. ADMINISTRATION

This Agreement shall be administered by District Health, an organization whose existence predates this Agreement. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms provided in District Board of .

Health's operating agreements, attached hereto as Exhibit A, and by this reference incorporated herein.

IV. HOLDING OF PROPERTY UNDER THIS AGREEMENT

All real property used or acquired under the terms of this Agreement shall be held in the name of County. All personal property used or acquired under the terms of this Agreement shall be held in the name of District Health.

V. COUNTY RESPONSIBILITIES

A FUNDING

County shall provide funding to District Health for provision of Public Health services as provided by law. Funding shall be approved by the County Board of Supervisors as part of their normal budgetary process.

B LEASE

i. The County shall lease to District Health the property identified in Exhibit B, attached hereto and by this reference made a part hereof, situated in Woodbury County, Iowa. The term of the lease shall begin on February l, 2002 and shall, unless extended as provided below, end on January 1, 2012.

ii. District Health acknowledges that County maintains no duty to warn or protect District Health or any other party from of any defect in the leased premises, whether known or unknown, and that use of the property noted-above creates no duties upon County District Health has had an opportunity to inspect the property and by signature below, represents that no concerns exists as to the condition of the property.

iii. Current	**Proposed**
Except as the rent may be adjusted pursuant to this subparagraph, District Health shall pay to County as rent för the property a total rent of $80,000 00 per year payable on or before December 31st of each year commencing in December 2003. County intends to purchase the property identified in Exhibit B and to incur indebtedness therefore in the approximate amount of $800,000.	Removal of annual rental amount- The original rent amount was intended to repay the county for the $800,000 original purchase price at $80,000 per year. With the amendment that lengthened the lease to January 1, 2027, total payments will have totaled $2 we will have paid $2,000,000 This does not include the BOS action in 2014 that took $800,000 from our Health Fund.

iv. District Health agrees to limit use of the property to use as a health service building District Health shall defend, indemnify and hold County harmless for any claim which results from District Health's use of the property. County shall

defend, indemnify and hold District Health harmless for any claim which results from County's ownership of the property. The duty of each party to indemnify the other shall survive the expiration of the term of the lease.

v. Within a reasonable time after the termination of the term of the lease, District Health will relinquish possession of the property to County. At the time of surrender of the property, District Health shall assure that the property is in good order and condition, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

Vi If District Health or County violates the terms of this Agreement, the other may pursue the legal and equitable remedies to which each is entitled.

vii. If either party files suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

viii.. Landlord may enter upon the property at any reasonable time for the purpose of viewing, making repairs, or for other reasonable purposes..

ix. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Agreement until such provision is reduced to writing and executed by both parties as an addendum to this Agreement..

x. No expense shall be incurred for or on account of County without first obtaining County's written authorization,, District Health shall take no actions that might cause a mechanic's lien to be imposed upon the property.

xi. Current	**Proposed**
District Health shall, at its own expense, make any renovations for use of said property, provided, however that District Health and County may make application for joint grants, the proceeds of which may be used for such purpose The cost of any maintenance or repair activity for said property that is $2,000 or less shall be paid by District Health. The cost of any maintenance or repair activity that exceeds $2,000 shall be paid by County. In the conduct of its maintenance and repair activities District Health shall, as it has customarily done in the past, consult County Building Services Department..	Set a cap amount that the county would pay and would be budgeted to building services of $10,000 and then expenses above this would then be the responsibility of SDHD. One other option would be to allow SDHD to maintain the rent within the health fund for building maintenance and repairs. The majority of building maintenance projects/modifications have been paid for by SDHD. SDHD also pays for all utilities for the 1014 Nebraska facility.

xii. District Health is not an agent of County

xiii This lease shall automatically renew för successive one-year terms after ~~January 1, 2012~~(will need to be adjusted determined by the length of the new 28E) unless District Health gives County written notice of its intent not to renew not less than thirty (30) days before the expiration of the original term or the renewal term as the case may be. ~~Unless the parties agree otherwise, the rent for the first renewal term shall be $80,000. Thereafter, unless the parties agree otherwise, the rent for each successive renewal term shall be the rent for the immediately preceding renewal term increased or decreased by the same percentage as the percentage change in the Consumer Price Index (as defined below) occurring during said renewal term. For purposes of this subparagraph, the "Consumer Price Index" shall mean the U S City Average All Items Consumer Price Index for all Urban Consumers, or any successor index thereto. If the data necessary to make the adjustment are not available at the time the rent for any renewal term is due, then District Health shall pay County the same amount as the rent for the preceding renewal term and the adjustment to the rent shall be made as soon after such due date as practicable. Any amount due to either party as an adjustment shall be paid within thirty (30) days after the adjustment is calculated.~~

C County shall, at the request of District Health, provide District Health with the same Human Resources services provided to County offices. The Parties acknowledge that use of such services does not alter the employment relationship between an employee of District Health and District Health and that the supervision, discipline and management of all such employees are entirely at the discretion of 'District Health. The Parties hereby represent that employees of District Health are not employees of the County and that District Health shall inform each of its employees of this in writing.

D County shall, at its cost, provide employment benefits to employees of District Health similar in nature to the benefits provided to County employees. These benefits include, but are not limited to, health insurance, dental insurance, worker's compensation, long-term disability insurance and life insurance. Other benefits may from time to time be provided by the County, beyond those indicated above should both parties agree in writing to such an offering. District Health is authorized to extend benefits beyond that offered to County employees with such costs paid for by District Health.

E County shall continue to include District Health in the annual audit.

F. County shall continue to provide payroll services, reporting of applicable payroll taxes and retirement benefits. District Health will continue to use the County federal ID number.

Current	Proposed
G. County shall provide District Health with computer support services similar in nature	This language would be modified to reflect the agreement with WCICC

to those provided to other County offices through the use of WCICC and any subcontractor employed through WCICC District Health shall be entitled to participate in services beyond those common to other County offices by application för such services to the Director of WCICC and approval of the WCICC Board. Any services beyond those common to other County offices must be approved by the County and WCICC prior to installation. Funding for such projects must be approved by the County and the WCICC Board prior to installation.	where SDHD provides funding for the support of a .5 FTE tech, that is an employee of WCICC. The language should remain regarding the computer support services similar in nature to those provided to other County offices.

VI. DISTRICT HEALTH RESPONSIBILITIES

District Health shall:

A Comply with all provisions and requirements of the lease provisions noted above.

B Enforce state health laws and the rules and lawful orders of the state department of health.

C Make and enforce such reasonable rules and regulations not inconsistent with law or with the rules of the state department as may be necessary för the protection and improvement of the public health.

i) Rules of District Health shall become effective upon approval by the District Health and publication in a newspaper having general circulation in the district.

ii) Before approving any rule or regulation, District Health shall hold a public hearing on the proposed rule. Any citizen may appear and be heard at the public hearing. A notice of the public hearing, stating the time and place and the general nature of the proposed rule or regulation, shall be published as provided in section 331 305 of the Iowa Code in the area served by the District Health District Health shall also make a reasonable effort to give notice of the hearing to the communications media located within said area.

D ~~Employ persons as necessary for the efficient discharge of its duties. Employment practices shall meet the requirements of chapter 19A of the Iowa Code or any civil service provision adopted under chapter 400.~~ Needs to be updated to current Iowa Code Language or potentially removed, since this section refers to state employees.

E Designate the Treasurer of the County to establish a health fund for the district.

F Deposit in the health fund all money received by District Health for local health purposes from federal appropriations, from local taxation, from licenses, from fees from personal services, or from gifts, grants, bequests, or other sources. Expenditures shall be made from the fund on order of the District Health Board for the purpose of carrying out its duties.

Vll. AMENDMENT

This Agreement may be amended from time to time by written agreement of the Parties.

VIN. TERMINATION

Each Party may terminate this Agreement at any time with thirty days written notice to the other Party. Upon termination of this Agreement, the Parties agree to use their best efforts to wrap-up all operations undertaken pursuant to this Agreement and distribute any real or personal property acquired thereunder. Should a conflict exists 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.

IX. NOTICES

Whenever notices and correspondence are to be given under this Agreement, the notices must be given by personal delivery to the other party or may be sent by mail, postage prepaid to the other party at the following address:

Woodbury County
Chl , Bd. of Supervisors
Room 104
County Courthouse
Sioux City, IA 51101

Siouxland District Board of Health
Health Director
205 5th Street
Sioux City, Iowa 5 1 101

x. APPLICABLE LAW.

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

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

Signatures to follow

Chairperson, Woodbury County Board of Supervisors

Chairperson, Siouxland District Board of Health