Middle Cedar Watershed Management Authority  
Articles of Agreement

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between Benton County, Iowa, and twenty-three other parties including counties, cities, and soil and water conservation districts, to wit:

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 Watershed, to enter into agreement under Iowa Code Chapter 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to Iowa Code Section 466B.23, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain; and

WHEREAS, the Counties of Benton, Black Hawk, Buchanan, Grundy, Linn, Tama; and the Cities of Cedar Falls, Cedar Rapids, Evansdale, Gladbrook, Grundy Center, Hudson, Jesup, La Porte City, Raymond, Vinton, Waterloo; and the Soil and Water Conservation Districts of Benton, Black Hawk, Butler, Franklin, Grundy, and Tama deem establishment of the Middle Cedar Watershed Management Authority (the “Authority”), a watershed management authority encompassing all of the Middle Cedar Watershed (also the “Watershed”), a Hydrologic Unit Code 8 (HUC 8 ID #07080205) Watershed, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to Iowa Code Chapter 28E for the purpose of establishing the Middle Cedar Watershed Management Authority to carry out watershed planning and improvements in the Middle Cedar Watershed; and
NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Counties of Benton, Black Hawk, Grundy, Linn, Tama are each a political subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Their respective addresses are:

Benton County, 111 E 4th St, Vinton, IA 52349

Black Hawk County, 316 E 5th St, Waterloo, IA 50703

Buchanan County, 210 5th Ave NE, Independence, IA 50644

Grundy County, 706 G Avenue, Grundy Center, IA 50638

Linn County, 930 1st St. SW, Cedar Rapids, IA 52404

Tama County, 104 W State St, Toledo, IA 52342

1.2 The Cities of Cedar Falls, Cedar Rapids, Evansdale, Gladbrook, Grundy Center, Hudson, Jesup, La Porte City, Raymond, Vinton, Waterloo are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

City of Cedar Falls, 220 Clay Street, Cedar Falls, IA, 50613

City of Cedar Rapids, 101 First Street SE, Cedar Rapids IA, 52401

City of Evansdale, 123 N. Evans Road, Evansdale, IA 50707

City of Gladbrook, 319 2nd St., Gladbrook, IA 50635

City of Grundy Center, 703 F Avenue, #2 Grundy Center, IA 50638

City of Hudson, 525 Jefferson St., Hudson, IA 50643

City of Jesup, 791 6th St., Jesup, IA 50648

City of La Porte City, 202 Main St., La Porte City, IA 50651

City of Raymond, 101 First St., Raymond, IA 50667

City of Vinton, 110 W. 3rd St., Vinton, IA 52349

City of Waterloo, 715 Mulberry St., Waterloo, IA 50703
1.3 The Soil and Water Conservation Districts of Benton, Black Hawk, Butler, Franklin, Grundy, and Tama are each a governmental subdivision of the State of Iowa as defined in Iowa Code Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses are:

Benton Soil and Water Conservation District, 1705 W D St, Vinton, IA 52349
Black Hawk Soil and Water Conservation District, 2950 Southland Dr, Waterloo, IA 50701
Butler Soil and Water Conservation District, 310 Allan Sreet, PO Box 324, Allison, IA 50602
Franklin Soil and Water Conservation District, 1019 4th St SE, Hampton, IA 50441
Grundy Soil and Water Conservation District, 805 W 4th St, Grundy Center, IA 50638
Tama Soil and Water Conservation District, 102 Hwy 30 West, Toledo, IA 52342

SECTION 2. PURPOSE.

2.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully plan for and implement watershed improvements within the Middle Cedar Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.22:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Seek and allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 3. CREATION OF THE AUTHORITY.

3.1 Upon the effective date stated in this Agreement there is hereby created a public agency to be known as the "MIDDLE CEDAR WATERSHED MANAGEMENT AUTHORITY" (the “Authority”). The Authority shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties to this Agreement, and shall be
subject to the control and supervision of any party to this Agreement or their officers and directors, only to the extent provided for herein.

3.2 A joint board of the participating political subdivisions known as the Middle Cedar Watershed Management Authority Board (the “Board”) shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee from each county, city and district participating in this Agreement. The Board shall adopt Bylaws governing the administration, development, operation and management of the Authority.

3.3 Each participating political subdivision shall be known as a Member. Each Member shall appoint a Director to the Board of the Authority.

SECTION 4. DURATION. This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

5.1 The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of such duties as are provided for in this Agreement. Each Member shall be jointly responsible for focusing attention on:

a. Assessing the flood risks in the watershed.

b. Assessing the water quality in the watershed.

c. Assessing options for reducing flood risk and improving water quality in the watershed.

d. Monitoring federal flood risk planning and activities.

e. Educating residents of the watershed area regarding water quality and flood risks.

f. Allocating moneys made available to the authority for purposes of water quality and flood mitigation.

g. Making and entering into contracts and agreements and executing all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

5.2 A Member may, but will not be required to, accept a specific responsibility to assist in achieving the goals of the Authority. Acceptance of such responsibilities shall only be by official action of the governing body of the Member. These responsibilities include but are not limited to:

a. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Middle Cedar Watershed;

b. serving as fiscal agent for the Authority when funds are received from any source;
c. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Watershed;

d. identifying the most effective best management practices for improvements of water quantity and water quality improvements in the Watershed;

e. participating in any educational/outreach programs regarding water quality and flood risks;

f. identifying opportunities for infrastructure development and planning capable of assessing and improving water quality in the Watershed;

g. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the parties;

h. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;

i. coordinating with local wastewater utilities;

j. designing and bidding of projects;

k. administering contracts; and

l. observing construction.

SECTION 6. MANNER OF FINANCING. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement.

No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board of the Authority. When funds are provided as a grant or loan directed to a Member of the Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

SECTION 7. ENTIRE AGREEMENT.

7.1 This Agreement contains the entire agreement of and integrates all of the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all of the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.
7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

SECTION 8. GOVERNING LAW. This Agreement shall by governed by and interpreted under the laws of the State of Iowa and shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.

SECTION 9. AMENDMENTS. This Agreement may be amended at any time by approval from all of the governing boards of the Members of the Authority. All amendments shall be in writing, executed by the authorized representative of each governing board of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

SECTION 10. TERMINATION. This Agreement shall terminate upon the majority vote or mutual agreement of the governing bodies of all Members of the Authority. Upon termination, all property and money then owned by the Authority shall be distributed according to the Member’s contribution levels among the Members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor’s direction.

SECTION 11. EFFECTIVE DATE. This Agreement shall take effect upon execution by the parties as required by law and upon filing with the Secretary of State in an electronic format as required by Iowa Code Section 28E.8.

SECTION 12. WITHDRAWAL FROM MEMBERSHIP. Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 13. WATERSHED BOUNDARY. The geographical area to which this agreement applies shall be known as the Middle Cedar Watershed. The Middle Cedar is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080205) Watershed. The boundary of the Watershed is graphically displayed in Attachment I, which is hereby incorporated into this Agreement.

SECTION 14. INDEMNIFICATION. The Authority shall indemnify, defend, keep, save, and hold harmless the Members and their officers and employees from and against any and all losses, claims, damages, liability, costs, expenses, or deficiencies (including without limitation reasonable attorneys’ fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) arising out of the Authority’s activities, including without limitation challenges to the organization, creation or status of the Authority, whether based on tort, antitrust, non-competition, wage and hour violations, or any other claim of illegality, and whether based upon state, federal, local, or common law.
Middle Cedar River Watershed
Counties & Communities

Legend
- Middle Cedar Watershed Communities
- Communities Outside Watershed
- Interstate Highway
- Federal Highway
- State Highway
- County Highway
- Major Rivers
- Other Named Streams
Dated this 8th day of March, 2016.

BENTON COUNTY, IOWA

BY: ____________________________
    Board of Supervisors Chair

ATTEST: ____________________________
    County Auditor
Dated this 1st day of March, 2016.

BLACK HAWK COUNTY, IOWA

BY: [Signature]

Board of Supervisors Chair

ATTEST: [Signature]

County Auditor
Dated this 23rd day of May, 2016.

BUCHANAN COUNTY, IOWA

BY: Donald Shonka  
    Donald Shonka, Chairman  
    Board of Supervisors

ATTEST: Cindy Gossé  
        Cindy Gossé, County Auditor
Dated this 29th day of February, 2016.

GRUNDY COUNTY, IOWA

BY:  

Chairperson, Board of Supervisors

ATTEST:  

County Auditor
Dated this 5th day of March, 2010.

Linne COUNTY, IOWA

BY: Board of Supervisors Chair

ATTEST: Joel Miller by Rebecca Sheep Deputy

County Auditor
Dated this _25_ day of _APRIL______, 2016

Tama COUNTY, IOWA

BY: ____________________________
   Board of Supervisors Chair

ATTEST: ____________________________
   County Auditor
Benton SWCD, IOWA

BY:  

Chair

ATTEST:  

Secretary
Dated this 8th day of March, 2016.

Black Hawk SWCD IOWA

BY:  

Chair  

ATTEST:  
Conservation Assistant
Butler County, SWCD, IOWA

BY:  

Chair

ATTEST:  

Secretary
Franklin County SWCD, IOWA

BY: Dennis Abbas
Chair

ATTEST: Carolyn K. Dunker
Secretary
Dated: ________________

GRUNDY COUNTY SOIL & WATER CONSERVATION DISTRICT, IOWA

BY: _______________________
    Fred Abels
    Chair

ATTEST: ____________________
        Ira M. Frueeman
        Secretary
Tama Soil & Water Conservation District, IOWA

BY:  

Chair

ATTEST:  

Secretary
PASSED and APPROVED this \textsuperscript{7}\textsuperscript{th} day of \textit{March}, 2016.

\textbf{ATTEST:}\\
\textit{Jacqueline Danielsen, CMC, City Clerk}

\textit{James P. Brown, Mayor}
City of Cedar Rapids, IOWA

BY: ______________________________

Jeffrey Pomeranz
City Manager

ATTEST: __________________________

Amy Stevenson
City Clerk
Evansdale, IOWA

BY: Doug Faam

Mayor

ATTEST: Blaire Liblica

City Clerk
Gladbrook, IOWA

BY:    

Mayor

ATTEST:  

City Clerk
Grundy Center, IOWA

BY:  ____________________________
     Brian Buhrow, Mayor

ATTEST: ____________________________
        Kristy Sawyer, City Clerk
CITY OF HUDSON, IOWA

BY:  
George Wessel, Mayor

ATTEST:  
Chrissi Wiersma, City Clerk
Jesup, IOWA

BY: __________________________

Mayor

ATTEST: _______________________

City Clerk
For LA PORTE CITY, IOWA

BY: ____________________________
    David Neil, Mayor

ATTEST: _________________________
    Jane Whittlesey, City Clerk
Dated this day of ______ day of March, 2016.

CITY OF RAYMOND, IOWA

BY: ____________________________
   Mayor

ATTEST: ____________________________
   City Clerk

MAY 3, 2016
City of Vinton

BY: John R. Watson
Mayor

ATTEST: Cindy Michael
City Clerk
City of Waterloo, IOWA

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk