28E AGREEMENT
WEST NISHNABOTNA WATERSHED COALITION
ARTICLES OF AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into pursuant to Iowa Code chapter 28E by and between twenty-four (24) parties including counties, cities, and soil and water conservation districts (the “Members”), to wit:

WHEREAS, Iowa Code Section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, soil and water conservation districts, and benefited recreational lake 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 Members deem that the establishment of the West Nishnabotna Watershed Coalition (the “Authority”), a watershed management authority encompassing all of the West Nishnabotna (the “Watershed”), a Hydrologic Unit Code 8 (HUC 8 ID #10240002) 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 West Nishnabotna Watershed Coalition to carry out watershed planning and improvements in the West Nishnabotna Watershed.

NOW, THEREFORE, pursuant to Iowa Code Chapter 28E, and in consideration of the foregoing, it is hereby agreed between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Counties. Audubon County, Carroll County, Fremont County, Mills County, Montgomery County, Page County, Pottawattamie County, and Shelby County are each a political
subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Their respective addresses are:

<table>
<thead>
<tr>
<th>Audubon County</th>
<th>Carroll County</th>
<th>Fremont County</th>
</tr>
</thead>
<tbody>
<tr>
<td>318 Leroy Street #4</td>
<td>114 East 6th Street</td>
<td>506 Filmore Street</td>
</tr>
<tr>
<td>Audubon, Iowa 50025</td>
<td>Carroll, Iowa 51401</td>
<td>Sidney, Iowa 51652</td>
</tr>
<tr>
<td>Phone: 712-563-2428</td>
<td>Phone: 712-742-4923</td>
<td>Phone: 712-374-2415</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mills County</th>
<th>Montgomery County</th>
<th>Page County</th>
</tr>
</thead>
<tbody>
<tr>
<td>418 Sharp Street</td>
<td>105 Coolbaugh Street</td>
<td>112 East Main Street</td>
</tr>
<tr>
<td>Glenwood, Iowa 51534</td>
<td>Red Oak, Iowa 51566</td>
<td>Clarinda, Iowa 51632</td>
</tr>
<tr>
<td>Phone: 712-527-4729</td>
<td>Phone: 712-623-5127</td>
<td>Phone: 712-542-5018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pottawattamie County</th>
<th>Shelby County</th>
</tr>
</thead>
<tbody>
<tr>
<td>227 South 6th Street</td>
<td>612 Court Street</td>
</tr>
<tr>
<td>Council Bluffs, Iowa 51501</td>
<td>Harlan, Iowa 51537</td>
</tr>
<tr>
<td>Phone: 712-328-5644</td>
<td>Phone: 712-755-3733</td>
</tr>
</tbody>
</table>

1.2 Cities. Emerson, Hancock, Henderson, Imogene, Manning, Malvern, Oakland, and Walnut are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

<table>
<thead>
<tr>
<th>City of Emerson</th>
<th>City of Hancock</th>
<th>City of Henderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>410 Manchester Street</td>
<td>207 North Main Street</td>
<td>310 Maple Street</td>
</tr>
<tr>
<td>PO Box 313</td>
<td>Hancock, Iowa 51536</td>
<td>Henderson, Iowa 51541</td>
</tr>
<tr>
<td>Emerson, Iowa 51533</td>
<td>Phone: 712-741-5665</td>
<td>Phone: 712-825-5151</td>
</tr>
<tr>
<td>Phone: 712-824-7866</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Imogene</th>
<th>City of Manning</th>
<th>City of Malvern</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 S Railroad Street</td>
<td>717 3rd Street</td>
<td>107 East 4th Street</td>
</tr>
<tr>
<td>Imogene, Iowa 51645</td>
<td>Manning, Iowa 51455</td>
<td>Malvern, Iowa 51551</td>
</tr>
<tr>
<td>Phone: 712-386-2143</td>
<td>Phone: 712-655-2176</td>
<td>Phone: 712-624-8282</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Oakland</th>
<th>City of Walnut</th>
</tr>
</thead>
<tbody>
<tr>
<td>614 Dr. Van Zee Road</td>
<td>229 Antique City Drive</td>
</tr>
<tr>
<td>PO Box 396</td>
<td>PO Box 326</td>
</tr>
<tr>
<td>Oakland, Iowa 51560</td>
<td>Walnut, Iowa 51577</td>
</tr>
<tr>
<td>Phone: 712-482-6811</td>
<td>Phone: 712-784-3443</td>
</tr>
</tbody>
</table>

1.3 Soil and Water Conservation Districts. Carroll SWCD, East Pottawattamie SWCD, Fremont SWCD, Mills SWCD, Montgomery SWCD, Page SWCD, Shelby SWCD, and West Pottawattamie SWCD 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:
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 West Nishnabotna Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.23:

A. Assess the flood risks in the watershed;
B. Assess the water quality in the watershed;
C. Assess options for reducing flood risk and improving water quality in the watershed.
D. Monitor federal flood risk planning and activities;
E. Educate residents of the watershed area regarding water quality and flood risks;
F. Seek and allocate moneys made available to the authority for purposes of water quality and flood mitigation; and
G. 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 "West Nishnabotna Watershed Coalition" (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. The Authority 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 West Nishnabotna Watershed Coalition Board (the “Board”) shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee (the “Director”) from each county, city, and district participating in this Agreement and an alternate to serve in the place of the
appointed representative in their absence. 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. The Authority shall be a voluntary joint undertaking of the political subdivisions within the Watershed pursuant to the provisions of Chapter 466B and 28E of the Code of Iowa.

SECTION 4. DURATION.

4.1 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; and
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 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 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.

6.1 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 the parties, integrates all of the terms and conditions contained in and incidental to such Agreement, and supersedes or replaces any prior agreements of the parties relating to its subject matter. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all of the parties.

7.2 If any term, provision, or condition of this Agreement shall be inoperative, the validity and effect of the other terms, provisions, or conditions shall not be affected thereby. If any term, provision, or condition of this Agreement is found to be void or invalid by any court, administrative agency, or tribunal of competent jurisdiction, the invalidity of any such term, provision, or condition shall not affect the validity of the remaining provisions hereof.

SECTION 8. GOVERNING LAW.

8.1 This Agreement is made in the State of Iowa and shall by governed by, interpreted, and enforced in accordance with the laws of the State of Iowa. This Agreement shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.
SECTION 9. AMENDMENTS.

9.1 This Agreement may be amended at any time by approval from 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.

10.1 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.

11.1 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.

12.1 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.

13.1 The geographical area to which this agreement applies shall be known as the West Nishnabotna Watershed. The West Nishnabotna is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #10240002) Watershed. The boundary of the Watershed is graphically displayed in Attachment I, which is hereby incorporated into this Agreement.

SECTION 14. INDEMNIFICATION.

14.1 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.
SECTION 15. SIGNATURE PAGES.

15.1 The Parties agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Party.
Dated this 14th day of March 2017.

Audubon COUNTY, IOWA

BY: [Signature]
   Board of Supervisors Chair

ATTEST: [Signature]
   County Auditor
Dated this __ day of MAY 2017.

Carroll COUNTY, IOWA

BY:________________________
    Board of Supervisors Chair

ATTEST:_____________________ 
    County Auditor
Dated this 14th day of March, 2017.

COUNTY, IOWA

BY: Earl Hendrickson
   Board of Supervisors Chair

ATTEST: Dee Ora
   County Auditor
Dated this 25th day of April, 2017.

MILLS COUNTY, IOWA

Lonnie Mayberry, Chairperson, Board of Supervisors

ATTEST: Carol Robertson, County Auditor
Dated this 18th day of April 2017.
Montgomery
COUNTY, IOWA

BY: [Signature]
Board of Supervisors Chair

ATTEST: [Signature]
County Auditor
Dated this ___2nd___ day of ___May___ 2017.

PAGE COUNTY, IOWA

BY:  [Signature]
    Board of Supervisors Chair

ATTEST:  [Signature]
    County Auditor
Dated this 4th day of April, 2017.

POTAWATTAMIE COUNTY, IOWA

BY: ____________________________
    Justin Schultz, Chairman
    Pottawattamie County Board of Supervisors

ATTEST: ________________________
        Melvin Houser, Pottawattamie County Auditor
Dated this 18th day of April 2017.

SHELBY COUNTY, IOWA

BY: ___________________________
   Board of Supervisors Chair

ATTEST: _________________________
         County Auditor
Dated this 3rd day of April 2017.

City of Emerson, IOWA

BY: ____________________________
    David Galley, Mayor

ATTEST: ____________________________
        Kimberly Nelson, City Clerk
Dated this 12th day of April 2017.
Hancock
City, IOWA

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk
Dated this ___ day of May, 2017.

City of Henderson, IOWA

BY: Mike Brunfeld
Mayor

ATTEST: Candace L. Knop
City Clerk
Dated this 11th day of April 2017.

City, IOWA (Imogene)

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk
Dated this 21st day of March, 2017.

City of Manning, IOWA

BY: Harvey Dales

Harvey Dales, Mayor

ATTEST: Dawn Rohe

Dawn Rohe, City Clerk
City of Malvern's Signature page for West Nishnabotna Watershed Coalition Agreement

Dated this [redacted] day of May 2017.

CITY OF MALVERN, IOWA

BY: [signature]
Mayor, Michael K. Blackburn

ATTEST: [signature]
City Clerk, Mary Poort
Dated this 11th day of April 2017.

City, IOWA  City of Oakland

BY: Michael A. O'Brien
Mayor

ATTEST: Maria Steenwood
City Clerk
Dated this ___ day of ___ April ___ 2017.
Walnut City, IOWA

BY: ____________________________
Mayor

ATTEST: ____________________________
City Clerk
Dated this 22nd day of March 2017.

SOIL & WATER CONSERVATION DISTRICT, CARROLL COUNTY, IOWA

BY:  
Chairperson

ATTEST:  
Secretary
Dated this __31__ day of __March__, 2017.

E. Pottawattamie
SOIL & WATER CONSERVATION DISTRICT,
COUNTY, IOWA

BY: __Robert Zimmerman__
Chairperson

ATTEST: __Becky Rockwood__
Secretary
Dated this 4th day of Apr 2017.

SOIL & WATER CONSERVATION DISTRICT,
FREMONT COUNTY, IOWA

BY: Phillip Wing
Phillip Wing, Chairperson

ATTEST: [Signature]
Secretary
Dated this _____ day of ________________ 2017.

MILLS COUNTY SWCD

SOIL & WATER CONSERVATION DISTRICT,
COUNTY, IOWA

BY: ________________
Chairperson

ATTEST: ________________
Secretary
Dated this __ day of __, 2017.

SOIL & WATER CONSERVATION DISTRICT,
MONTGOMERY COUNTY, IOWA

BY: ___

Chairperson

Secretary

ATTEST: ___
Dated this 20th day of April 2017.

SOIL & WATER CONSERVATION DISTRICT, COUNTY, IOWA

BY:  

Chairperson

ATTEST: 

Secretary
Dated this 16th day of May 2017.

SOIL & WATER CONSERVATION DISTRICT,
SHELBY COUNTY, IOWA

BY: Dennis D. Reed
Chairperson

ATTEST: Joan Schulte
Secretary
Dated this 10th day of April 2017.

West Pottawattamie
SOIL & WATER CONSERVATION DISTRICT,
COUNTY, IOWA

BY: ________________________________
Chairperson

ATTEST: ____________________________
Secretary
ATTACHMENT I

Communities in the West Nish. Watershed