

**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 5<sup>th</sup> 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, Jessup, 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 be 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.

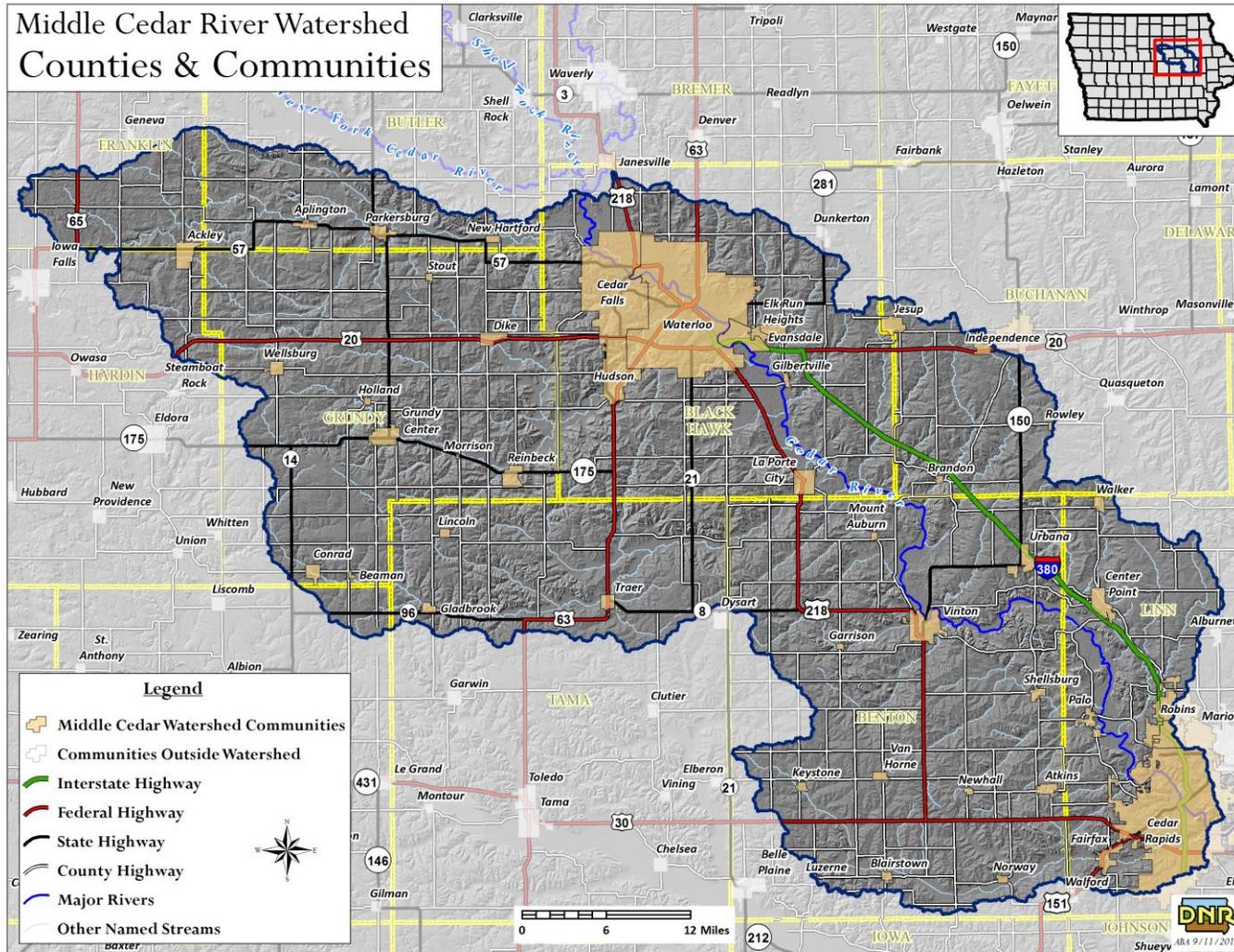
SECTION 11. EFFECTIVE DATE. This Agreement shall take effect upon execution by the parties as required by law and upon filing with the Secretary of State in an electronic format as required by Iowa Code Section 28E.8.

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.

ATTACHMENT I



Dated this 8th day of March, 2016.

BENTON COUNTY, IOWA

BY: Donald H. Free  
Board of Supervisors Chair

ATTEST: Hayley Bippel, Deputy  
County Auditor

Dated this 1<sup>st</sup> day of March, 2016.

BLACK HAWK COUNTY, IOWA

BY:

  
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Board of Supervisors Chair

ATTEST:

  
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County Auditor

Dated this 23<sup>rd</sup> day of May, 2016.

BUCHANAN COUNTY, IOWA

BY: Donald B. Shonka  
Donald Shonka, Chairman  
Board of Supervisors

ATTEST: Cindy Gosse  
Cindy Gosse, County Auditor

Dated this 29<sup>th</sup> day of February, 2016.

GRUNDY COUNTY, IOWA

BY: Barbara L. Smith  
Chairperson, Board of Supervisors

ATTEST: Rhonda A. Oetew  
County Auditor

Dated this 8<sup>th</sup> day of March, 2016.

Linn COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:



County Auditor

Dated this 25 day of April, 20. 16

Tama COUNTY, IOWA

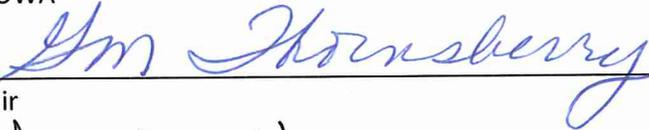
BY: [Signature]  
Board of Supervisors Chair

ATTEST: [Signature]  
County Auditor



Dated this 8<sup>th</sup> day of March, 2016.

Black Hawk SWCD IOWA

BY:   
Chair

ATTEST:   
Conservation Assistant

Butler County SWCD, IOWA

BY: Rob Juchem  
Chair

ATTEST: Carolyn K. Dickson  
Secretary

Franklin County SWCD, IOWA

BY: *Dennis Ceblos*  
Chair

ATTEST: *Carolyn K. Dukes*  
Secretary

Dated: April 11, 2016

GRUNDY COUNTY SOIL & WATER CONSERVATION DISTRICT, IOWA

BY: Fred Abely  
Chair

ATTEST: Denise Furseman  
Secretary

Tama Soil & Water Conservation District, IOWA

BY: Dean M. Keenan  
Chair

ATTEST: Melody Bro  
Secretary

PASSED and APPROVED this 7<sup>th</sup> day of March, 2016.



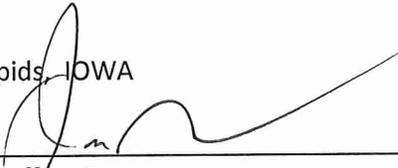
ATTEST:

Jacqueline Danielson  
Jacqueline Danielsen, CMC, City Clerk

James P. Brown  
James P. Brown, Mayor

City of Cedar Rapids, IOWA

BY:



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Jeffrey Pomeranz  
City Manager

ATTEST:



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Amy Stevenson  
City Clerk

\_\_\_\_ Evansdale \_\_\_\_\_, IOWA

BY: \_\_\_\_\_ *Douglas Faxon* \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_ *Debra J. Sobiech* \_\_\_\_\_

City Clerk

\_\_\_\_ Gladbrook \_\_\_\_\_, IOWA

BY:

*Kevin Ash*  
\_\_\_\_\_  
Mayor

ATTEST:

*Lori Bearden*  
\_\_\_\_\_  
City Clerk

Grundy Center, IOWA

BY:

Brian Buhrow  
Brian Buhrow, Mayor

ATTEST:

Kristy Sawyer  
Kristy Sawyer, City Clerk

CITY OF HUDSON, IOWA

BY:

  
\_\_\_\_\_  
George Wessel, Mayor

ATTEST:

  
\_\_\_\_\_  
Chrissi Wiersma, City Clerk

Jesup, IOWA

BY: \_\_\_\_\_  
Mayor

ATTEST: He Q. M. Em  
City Clerk

For LA PORTE CITY, IOWA

BY: David Neil  
David Neil, Mayor

ATTEST: Jane Whittlesey  
Jane Whittlesey, City Clerk

Dated this day of 7 day of March, 2016.

MAY 31 2016

CITY OF RAYMOND, IOWA

BY:

Monte Johnson  
Mayor

ATTEST:

Nancy Melvick  
City Clerk

City of Vinton

city IOWA

BY:

John R. Watson  
Mayor

ATTEST:

Cindy Michael  
City Clerk

City of Waterloo  
\_\_\_\_\_  
-city- \_\_\_\_\_, IOWA

BY: Quentin Aas  
\_\_\_\_\_  
Mayor

ATTEST: S. Shaw  
\_\_\_\_\_  
City Clerk