

Appendix 1: Squaw Creek WMA 28E Agreement

Squaw Creek Watershed Management Authority Agreement
Between Story County, Boone County, Webster County, Hamilton County, City of Ames, City of Gilbert, City of Stanhope, City of Stratford, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Webster County Soil and Water Conservation District

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this day of _____, 2012 by and between Story County, Iowa; Boone County, Iowa; Hamilton County, Iowa; Webster County, Iowa; the City of Ames Iowa; the City of Gilbert, Iowa; the City of Stratford, Iowa; the City of Stanhope, Iowa; the Story County Soil and Water Conservation District; the Boone County Soil and Water Conservation District; the Hamilton County Soil and Water Conservation District; and the Webster County Soil and Water Conservation District. All entities shall be referred to hereinafter as the “Cooperators”.

WHEREAS, Iowa Code section 466B of the *Code of Iowa* authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 10 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* 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 *Code of Iowa* Section 466B.22, 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. 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. The Authority shall not acquire property by eminent domain.

and;

WHEREAS, the counties of Story, Boone, Hamilton, and Webster; and the cities of Ames, Gilbert, Stanhope, and Stratford; and the Soil and Water Conservation Districts of Story, Boone, Hamilton, and Webster deem establishment of the Squaw Creek Watershed Management Authority (the Authority), a watershed management authority encompassing all of the Squaw Creek watershed, a Hydrologic Unit Code 10 (HUC 10) watershed, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Squaw Creek Watershed Management Authority to carry out watershed planning and improvements in the Squaw Creek watershed

NOW THEREFORE, it is agreed by and between the parties as follows: SECTION 1.

IDENTITY OF THE PARTIES.

- 1.1 The Counties of Story, Boone, Hamilton, and Webster are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Story County 900 Sixth Street
Nevada, Iowa 50201

Boone County 201 State
Street
Boone, Iowa 50036

Hamilton County
2300 Superior Street, Suite 3 Webster City, Iowa
50595

Webster County 701 Central
Avenue
Fort Dodge, Iowa 50501

- 1.2 The Cities of Ames, Gilbert, Stanhope, and Stratford are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 364. Their respective addresses are:

City of Ames
515 Clark Avenue
Ames, Iowa 50010

City of Gilbert
119 Main Street, P.O. Box 29
Gilbert, Iowa 50105

City of Stanhope
600 Main Street, P.O. Box 128
Stanhope, Iowa 50246

City of Stratford
805 Shakespeare Avenue
Stratford, Iowa 50249-0218

- 1.3 The Soil and Water Conservation Districts of Story, Boone, Hamilton, and Webster are each a governmental division of the State of Iowa as defined in *Code of Iowa* Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses are:

Story County SWCD 510 South
11th Street Nevada, Iowa 50201

Boone County SWCD 1602 Snedden
Drive
Boone, Iowa 50036

Hamilton County SWCD 1921 Superior
Street
Webster City, IA 50595-3145

Webster County SWCD 1898
Kountry Lane Fort Dodge, IA 50501

SECTION 2. SQUAW CREEK WATERSHED BOUNDARY

The area within this Agreement shall be known as the Squaw Creek Watershed Boundary. This Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

- 3.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Squaw Creek watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.22:

- 3.1.1 Assess the flood risks in the watershed.

- 3.1.2 Assess the water quality in the watershed.
- 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
- 3.1.4 Monitor federal flood risk planning and activities.
- 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
- 3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
- 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority shall not acquire property by eminent domain.

SECTION 4. NO SEPARATE ENTITY CREATED.

- 4.1 It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Cooperator be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Cooperators known as the Squaw Creek Watershed Management Authority Board (the Board) shall be responsible for coordinating watershed planning and improvements. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement.
- 4.3 Once established, the Board will develop governing bylaws.

SECTION 5. DURATION.

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

SECTION 6. POWERS AND DUTIES.

- 6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Watershed Management Authority. Each party shall be responsible for:
 - 6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Squaw Creek watershed;
 - 6.1.2 identifying opportunities for infrastructure development and planning

- capable of assessing and mitigating flood risks in the watershed;
- 6.1.3 identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
- 6.1.4 participating in educational/outreach programs regarding water quality and flood risks;
- 6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
- 6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Cooperators;
- 6.1.7 securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;
- 6.1.8 designing and bidding of projects;
- 6.1.9 administering contracts; and
- 6.1.10 observing construction.

SECTION 7. 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. It is agreed and understood by the parties hereto that no financial obligations upon any cooperator are intended to be created hereby.

No action to contribute funds by a Board member of the Authority is binding on the Cooperator that he or she represents without official approval by the governing body of that Cooperator. No Cooperator 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 Cooperator.

The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Cooperator or other organization meeting the fiscal agent standards outlined in the bylaws. Should no Cooperator or other organization accept the nomination of fiscal agent for the opportunity, the opportunity will not be considered.

SECTION 8. ENTIRE AGREEMENT.

This Agreement represents the entire understanding among the Cooperators and no Cooperator is relying on any representation or understanding which may have been made by another

Cooperator and which is not included in this Agreement.

SECTION 9. SEVERABILITY/INVALIDITY.

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Cooperators to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 10. GOVERNING LAW.

This Agreement shall by governed by and interpreted under the laws of the State of Iowa.

SECTION 11. AMENDMENTS.

- 11.1 This Agreement may be amended at any time by an affirmative vote of the majority of the governing bodies of all Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.
- 11.2 Such a request shall be in writing to the other governing bodies of the Cooperators, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 11.3 If the request is agreed to by the other Cooperators, each Cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Cooperator's governing body.
- 11.4 The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

SECTION 12. ADDITIONAL COOPERATORS

- 12.1 A City, County, or Soil and Water Conservation District within the Squaw Creek Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.
- 12.2 Such a request shall be considered an Amendment and shall follow the steps outlined in Section 11 hereof.

SECTION 13. TERMINATION OF AGREEMENT.

This agreement shall terminate upon the mutual agreement of the governing bodies of all Cooperators in the Authority. Upon termination, all property and money then owned by the

Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually terminate their participation in the agreement after providing the Authority a written 90 notice of intent.

SECTION 14. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Cooperators as required by law, and filing with the Secretary of State in an electronic format.

SECTION 15. NOTICES.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for each Cooperator as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons at each Cooperator: Story

County: Chairperson, Story County Board of Supervisors
Story County Administration Building 900 Sixth Street
Nevada, Iowa 50201

Boone County: Chairperson, Boone County Board of Supervisors
Boone County Administration 201 State Street
Boone, Iowa 50036

Hamilton County: Chairperson, Hamilton County Board of Supervisors
Hamilton County Administration
2300 Superior Street, Suite 3 Webster City, Iowa 50595

Webster County: Chairperson, Webster County Board of Supervisors
Webster County Administration 701 Central Avenue
Fort Dodge, Iowa 50501

Ames: Mayor, City of Ames City
Hall
515 Clark Avenue
Ames, Iowa 50010

Gilbert: Mayor, City of Gilbert City
Hall
119 Main Street, P.O. Box 29
Gilbert, Iowa 50105

Stanhope: Mayor, City of Stanhope City
Hall
600 Main Street, P.O. Box 128
Stanhope, Iowa 50246

Stratford: Mayor, City of Stratford City
Hall
805 Shakespeare Avenue
Stratford, Iowa 50249-0218

Story County Soil and Water Conservation District:
Chairperson, Story County SWCD 510 South 11th Street
Nevada, Iowa 50201

Boone County Soil and Water Conservation District:
Chairperson, Boone County SWCD 1602 Snedden Drive
Boone, Iowa 50036

Hamilton County Soil and Water Conservation District:
Chairperson, Hamilton County SWCD 1921 Superior Street
Webster City, IA 50595-3145

Webster County Soil and Water Conservation District:
Chairperson, Webster County SWCD 1898 Kountry Lane
Fort Dodge, IA 50501 SECTION 16.

RECORDATION.

This Agreement shall be recorded pursuant to the requirements of *Code of Iowa*, Chapter 28E.

SECTION 17. ENTIRE AGREEMENT.

This Agreement and attachments attached hereto constitute the entire Agreement, among the Cooperators and supersedes or replaces any prior agreements among the Cooperators relating to its subject matter.

SECTION 18. NO WAIVER.

The waiver or acceptance by any Cooperator of a breach or violation of any provisions of this Agreement by another cooperator shall not operate as, or be construed to be, a waiver of any subsequent breach.

SECTION 19. NO ASSIGNMENT OR DELEGATION.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of all the Cooperators.

SECTION 20. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

SECTION 21. HEADINGS AND CAPTIONS.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 22. COUNTERPARTS.

The Cooperators agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.