

COUNCIL ACTION FORM

**SUBJECT: KEIGLEY BRANCH WATERSHED MANAGEMENT AUTHORITY 28-E
INTERGOVERNMENTAL AGREEMENT**

BACKGROUND:

As a founding member of the Squaw Creek Watershed Management Authority (WMA), the City of Ames, Story County, and other nearby jurisdictions were pioneers within Iowa in establishing such an intergovernmental group dealing with geographical watersheds, rather than only with jurisdictional boundaries. The Squaw Creek WMA has already had a number of successes in promoting wise land stewardship within this watershed. Funding for this group has been grant funds from the Iowa Department of Agriculture and Land Stewardship which were administered by the Iowa Department of Natural Resources.

Given the success of this initial WMA in promoting inter-jurisdictional cooperation, public education and improved watershed management practices, the Story County Board of Supervisors now desires to create a second WMA within the Skunk River watershed. A map of the proposed area is attached.

Chapter 466 of the Code of Iowa provides that WMA's can be created by interested counties, cities and Soil and Water Conservation Districts. The groups that will be eligible to participate in the Keigley Branch WMA are the counties of Story, Hamilton, Hardin and Boone, the Soil and Water Conservation Districts serving those four counties, and the cities of Ames, Roland, Story City and Randall.

Story County's Board of Supervisors has shared a vision of creating WMA's that cover the entire county and extend into abutting counties. These WMA's will provide the best available option for intergovernmental and public-private cooperation to improve water quality and reduce river flooding.

ALTERNATIVES:

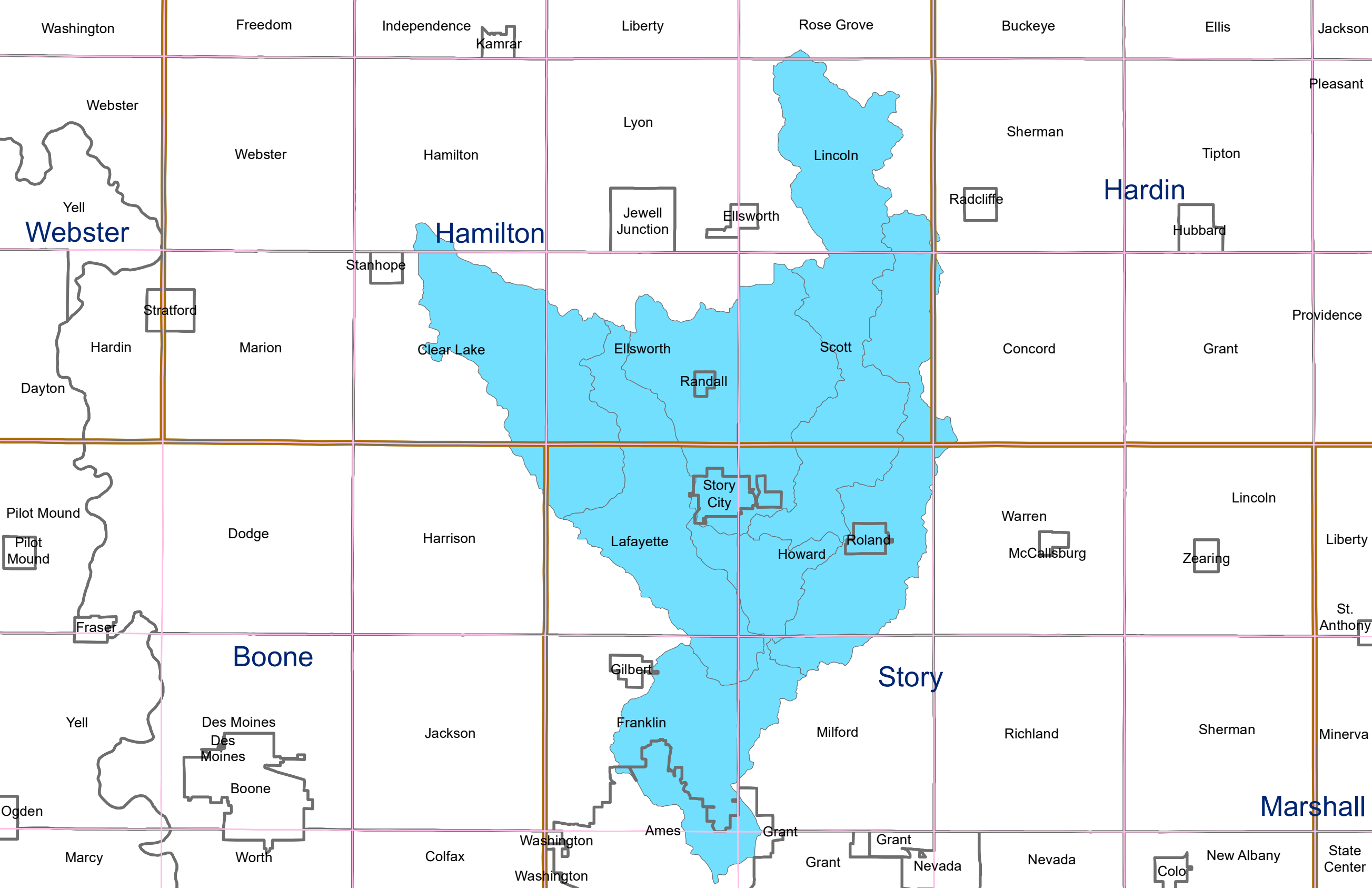
1. Approve the attached 28E intergovernmental agreement creating the Keigley Branch Watershed Management Authority.
2. Do not approve the attached agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Riverine flooding and water quality are important issues affecting the City of Ames. Watershed Management Authorities are promising intergovernmental tools to link urban

and rural interests together leading to long-term improvements in water quality and reductions in flooding. Creation of the Keigley Branch WMA will help the City play a role in achieving those goals within the Skunk River watershed upstream of and within our community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as described above.



DO NOT WRITE IN THE SPACE ABOVE – RESERVED FOR RECORDER

Prepared by Leanne Lawrie Harter, County Outreach and Special Projects Manager, 900 6th Street,
Nevada, Iowa 50201 515-382-7247

**Keigley Branch Watershed Management Authority Agreement
Between Story County, Boone County, Hamilton County, Hardin County,
City of Ames, City of Story City, City of Roland, City of Randall,
Story County Soil and Water Conservation District, Boone County Soil and Water
Conservation District, Hamilton County Soil and Water Conservation District, and
Hardin 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 _____, 2017 by and between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District. All entities shall be referred to hereinafter as the “Cooperators”.

WHEREAS, *Code of Iowa* Chapter 466B 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.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, Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District all deem establishment of the Keigley Branch Watershed Management Authority (the Authority), a watershed management authority encompassing all of the Keigley Branch watershed, a Hydrologic Unit Code 10 (HUC 10) watershed, to be of mutual advantage; and

WHEREAS, all political subdivisions within the watershed have been noticed within thirty days prior to the organization of the watershed management authority and provided the opportunity to participate as provided in *Code of Iowa* Section 466B.22; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Keigley Branch Watershed Management Authority to carry out watershed planning and improvements in the Keigley Branch 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 Hardin 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 Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

- 1.2 The Cities of Ames, Story City, Roland, and Randall 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 Story City
504 Broad Street
Story City, Iowa 50248

City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

City of Randall
Box 36
Randall, Iowa 50231

- 1.3 The Soil and Water Conservation Districts of Story, Boone, Hardin, and Hamilton are each a governmental subdivision of the State of Iowa as defined in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A.5(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

Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 2. KEIGLEY BRANCH WATERSHED BOUNDARY

The area within this Agreement shall be known as the Keigley Branch Watershed Boundary. As required by Iowa Code §466B.22(2), The areas and boundaries of the authority are 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 Keigley Branch Watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.23:
 - 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 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. A watershed management 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 Keigley Branch 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 Authority. Each party to this Agreement 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 Keigley Branch Watershed;
 - 6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Keigley Branch 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 Keigley Branch 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 of 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 filled 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 Keigley Branch Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.
- 12.2 Such a request may be considered as an Amendment and shall follow the steps outlined in Section 11 hereof.

SECTION 13. PARTIAL OR FULL TERMINATION OF AGREEMENT.

The governing bodies of all Cooperators in the Authority may terminate this Agreement, or any part thereof, by a vote of the majority of the membership. 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 ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

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

Hardin County: Chairperson, Hardin County Board of Supervisors

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

Hamilton County: Chairperson, Hamilton County Board of Supervisors

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

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

Story City: Mayor, City of Story City
504 Broad Street
Story City, Iowa 50248

Roland: Mayor, City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

Randall: Mayor, City of Randall
Box 36
Randall, Iowa 50231

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

Hardin County Soil and Water Conservation District:

Chairperson, Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

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.

Dated this ____ day of _____, 2017.

STORY COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2017.

BOONE COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2017.

HAMILTON COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2017.

HARDIN COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2017.

AMES, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

STORY CITY, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

ROLAND, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

RANDALL, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT
STORY COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2017.

BOONE COUNTY SOIL AND WATER CONSERVATION DISTRICT
BOONE COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2017.

HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT
HAMILTON COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2017.

HARDIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
HARDIN COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Attachment A – Keigley Branch Watershed Boundaries

