

**Shell Rock River Watershed Management Authority
Articles of Agreement**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between the cities of Nora Springs, Northwood, Plymouth, and Shell Rock, and the counties of Bremer, Butler, Cerro Gordo, Floyd, Mitchell, and Worth, and the Soil and Water Conservation Districts of Bremer County, Butler County, Cerro Gordo County, Floyd County, Mitchell County, and Worth County, and 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 Bremer, Butler, Cerro Gordo, Floyd, Mitchell, and Worth; and the Cities of Nora Springs, Northwood, Plymouth, and Shell Rock; and the Soil and Water Conservation Districts of Bremer County, Butler County, Cerro Gordo County, Floyd County, Mitchell County, and Worth County deem establishment of the Shell Rock Watershed Management Authority (the "Authority"), a watershed management authority

encompassing all of the Shell Rock Watershed (also the “Watershed”), a Hydrologic Unit Code 8 (HUC 8 ID #07080202) 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 Shell Rock River Watershed Management Authority to carry out watershed planning and improvements in the Shell Rock River 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 Bremer, Butler, Cerro Gordo, Floyd, Mitchell, and Worth are each a political subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Their respective addresses are:

Bremer County: 415 East Bremer Avenue Waverly, IA 50677

Butler County: Box 325, Allison, IA 50602

Cerro Gordo County: 220 North Washington Avenue, Mason City, IA 50401

Floyd County: 101 S Main St, Charles City, IA 50616

Mitchell County: 212 South 5th Street, Osage, IA 50461

Worth County: 1000 Central Avenue, Northwood, IA 50459

1.2 The Cities of Nora Springs, Northwood, Plymouth, and Shell Rock are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

City of Nora Springs, IA: 45 N Hawkeye, PO Box 336, Nora Springs, IA 50458

City of Northwood, IA: 627 Central Avenue, Northwood, IA 50459

City of Plymouth, IA: 616 Broad St., Plymouth, IA 50464

City of Shell Rock, IA: PO Box 522, Shell Rock, IA 50670

1.3 The Soil and Water Conservation Districts of Bremer County, Butler County, Cerro Gordo County, Floyd County, Mitchell County, and Worth County governmental subdivisions 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:

Bremer County SWCD: 1510 3rd St. Sw, Waverly, IA 50677

Butler County SWCD: 310 Allan Street, Allison, IA 50602

Cerro Gordo County SWCD: 1415 S. Monroe Ave. Ste. B, Mason City, IA 50401

Floyd County SWCD: 623 Beck Street, Charles City, IA 50616

Mitchell County SWCD: 1529 Main St., Osage, IA 50461

Worth County SWCD: 1004 10th St. S Ste. B, Northwood, IA 50459

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 Shell Rock River 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 "SHELL ROCK RIVER WATERSHED MANAGEMENT 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, 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 Shell Rock River 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 Shell Rock River 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. Each party specifically agrees and consents that an amendment to this agreement for the purpose of admitting any eligible County, Soil and Water Conservation District, or City to this agreement is permitted on approval of the Board of Directors and filing of an Amendment indicating the joinder, without the necessity of every party signing the amendment.

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.

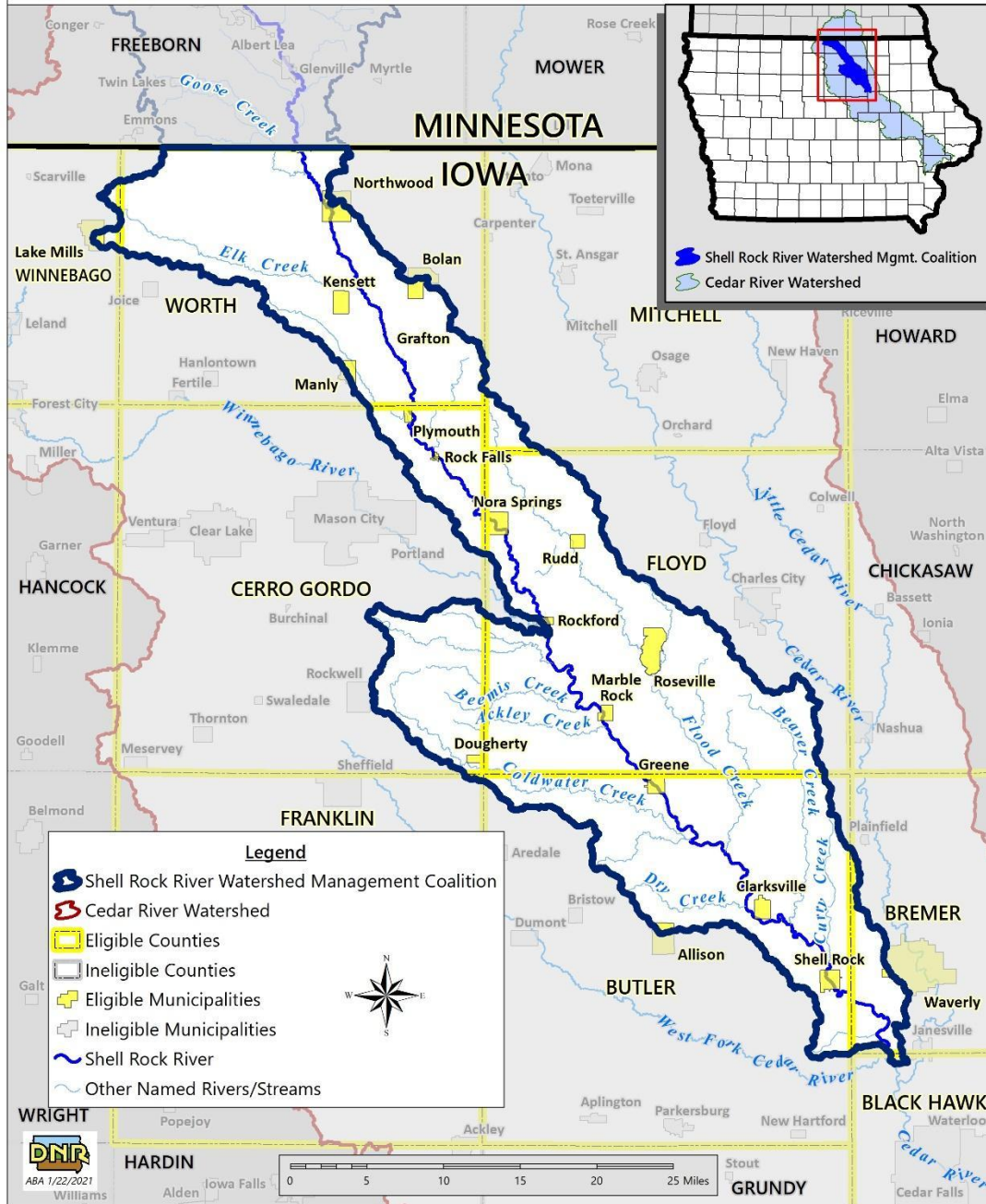
SECTION 12. WITHDRAWAL FROM MEMBERSHIP. Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required. Such withdrawal 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 Shell Rock Watershed. The Shell Rock River is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080202) Watershed. The boundary of the Watershed is graphically displayed in Attachment A, 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.

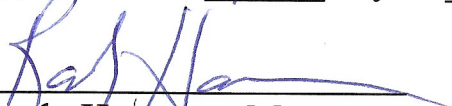
ATTACHMENT A

SHELL ROCK RIVER WATERSHED MANAGEMENT COALITION




CITY OF NORA SPRINGS

Approved this 9th day of February, 2021.

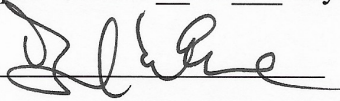

Randy Hassman, Mayor

Attest:


Deborah Gaul, City Clerk


CITY OF _____ Northwood _____

Approved this __ 8th __ day of __ February __, 2021.



____ Douglas Moehle _____, Mayor

Attest:




____ Amber Julseth _____, City Clerk

28E Agreement – Shell Rock River Watershed Management Coalition
Signature Page for Cities

Dated this 6th day of May, 2021.

City of Plymouth, IOWA

BY: 
Mayor

ATTEST: 
City Clerk

28E Agreement – Shell Rock River Watershed Management Coalition
Signature Page for Cities

Dated this 2nd day of February, 2021.

City of Shell Rock, IOWA

BY: Larry Young
Mayor

ATTEST: Marilyn K. Hardee
City Clerk

Dated this 8th day of February, 2021.

Bremer COUNTY, IOWA

By: *Ken Key*
Board of Supervisors Chair

Attest: *Shelley Wolf*
County Auditor

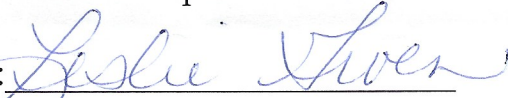
**Shell Rock River Watershed Management Authority
Articles of Agreement**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between The City of Shell Rock, Iowa, The Butler County Soil and Water Conservation District, Butler County, and other parties including counties, cities, and soil and water conservation districts, to wit:

Dated this 23 day of February, 2021.

Butler COUNTY, IOWA

By: 
Board of Supervisors Chair

Attest: 
County Auditor

Dated this 23rd day of February, 2021.

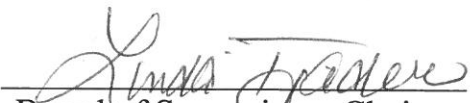
CERRO GORDO COUNTY, IOWA

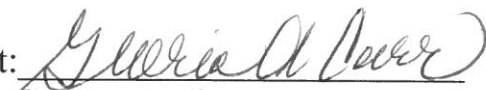
By: 
Board of Supervisors Chair

Attest: 
County Auditor

Dated this 9th March day of ~~February~~, 2021.

Floyd COUNTY, IOWA

By: 
Board of Supervisors Chair

Attest: 
County Auditor

28E Agreement - Shell Rock River Watershed Management Coalition
Signature Page for Counties

Dated this 30th day of April, 2021.


Mitchell COUNTY, IOWA


BY: Steven K. Smolik
Board of Supervisors Chair

ATTEST: Daniel Foster
County Auditor

Dated this 16th day of February, 2021.

WORTH COUNTY, IOWA

By: 
Aaron Stone,
Board of Supervisors Chair

Attest: 
Jacki A. Backhaus,
County Auditor


28E Agreement - Shell Rock River Watershed Management Coalition
Signature Page for Soil and Water Conservation Districts

Dated this 4 day of MAY, 2021.

BREMER COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA

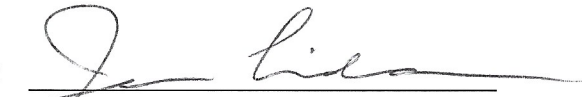
BREMER COUNTY, IOWA

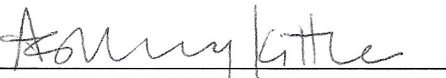
BY: 
Chairperson

ATTEST: 
Secretary

Dated this 26th day of February, 2021.

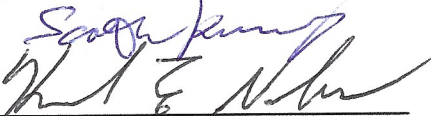
BUTLER COUNTY SWCD

By: 
Chair

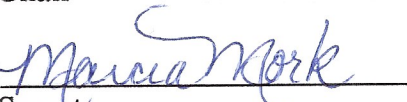
Attest: 
Secretary

Dated this 19th day of February, 2021.

Cerro Gordo COUNTY SWCD

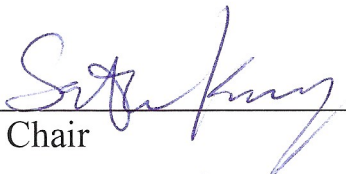
By: 
Vice Chair

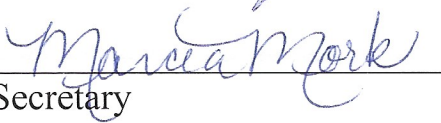
Kenneth E. Nelson
kntarms5@gmail.com

Attest: 
Secretary

Dated this 17 day of February, 2021.

Cerro Gordo COUNTY SWCD

By: 
Chair

Attest: 
Secretary

Dated this 22nd day of April, 2021.

FLOYD COUNTY SWCD

By: *Ken Peewee*
Chair

Attest: *Ann Voelker*
Secretary


28E Agreement - Shell Rock River Watershed Management Coalition
Signature Page for Soil and Water Conservation Districts

Dated this 8th day of April, 2021.

MITCHELL COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA


MITCHELL COUNTY, IOWA

BY:



Chairperson – Bruce Johnson

ATTEST:



Secretary – Kelly Kline

Dated this 18th day of February, 2021.

WORTH COUNTY SWCD

By: 

Chair

Attest: 

Secretary