

APPENDIX D: COOPERATIVE SERVICE AGREEMENT EXAMPLE

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

POLK SOIL AND WATER CONSERVATION DISTRICT FOR THE WATERSHED COORDINATION PLAN

THIS AGREEMENT is made and entered into, by and between the Polk County Board of Supervisors hereinafter referred to as the County, and the Polk Soil and Water Conservation District, hereinafter referred to as the Polk SWCD. Definitions as used hereinafter:

- “CIWMA” shall mean the Central Iowa Watershed Management Authorities which consists of those government agencies that are members of the Fourmile Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority, and the Walnut Creek Watershed Management Authority.
 - “Polk SWCD” shall mean the Polk Soil and Water Conservation District
 - “MPO” shall mean the Des Moines Area Metropolitan Planning Organization
 - “IDALS” shall mean the Iowa Department of Agriculture and Land Stewardship
 - “IDNR” shall mean the Iowa Department of Natural Resources
1. This Agreement shall consist of five (5) pages and Attachments A, B, and C which shall be considered a part of this Agreement.
 2. This Agreement shall become effective upon acceptance by all parties.
 3. The parties do hereby agree that the purpose of this Agreement is as set forth in Attachment A.
 4. Duties of the County are listed in Attachment B.
 5. Duties of the Polk SWCD are listed in Attachment C.
 6. Cost Sharing Model for the Watershed Coordinator is shown in Attachment D.
 7. No separate legal or administrative entity is created by this Agreement. No personal property will be purchased in the performance of this Agreement.
 8. The County, through their Public Works Department, shall be the lead agency for carrying out the terms of this Agreement.
 9. The Polk County Director of Public Works shall administer performance of this Agreement for the County. The Urban Conservationist for the Polk SWCD shall administer performance of this Agreement for the Polk SWCD
 10. The parties hereby agree that this Agreement shall be in effect upon its approval and execution by all parties, and until the effective date of termination as set forth below. Any duly recognized party to this Agreement may

notify the others of its desire to terminate this Agreement by sending written notice of such desire to terminate, specifying the reasons for termination, at least sixty (60) days prior to the effective date of such requested termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. In the event of termination, the parties shall be liable for their respective expenses pursuant to the payment structure set forth in Attachment A.

- 11. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
- 12. This is the entire Agreement between all duly recognized parties and it may be amended only upon the agreement of all parties and only in writing.
- 13. The parties shall approve the Agreement by resolution or motion of their respective Board, Commission, or Council, which shall authorize the execution of the Agreement.
- 14. The Polk SWCD and the County shall not, by reason of this Agreement, be obligated to defend, hold harmless or indemnify the other from any liability to third parties, from any occupational injuries, or from and against any liability, loss, damage, claim or lawsuit asserted against them or any of them arising out of or in any way connected with this Agreement.
- 15. WAIVER OF SUBROGATION PROVISION- . To the fullest extent permitted by law, the Polk SWCD and the County, including their respective elected and appointed officials, employees, volunteers and others working on their behalf hereby releases one another from and against any and all liability or responsibility to each other or anyone claiming through or under the other by way of subrogation or otherwise, for any loss without regard to the fault of the other or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Contract. The policies of insurance for the Polk SWCD and the County shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of each party to recover thereunder.
- 16. Except as otherwise specified, all notices, consents, approvals, requests and other communications (hereinafter referred to as "Notices") required or permitted under this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

To Polk SWCD: Polk Soil & Water Conservation District
 1513 North Ankeny Blvd, Ste. 3
 Ankeny, IA 50023
 Attention: Jennifer Welch

To the County: Polk County Public Works Department
 5885 N.E. 14th Street
 Des Moines, IA 50313
 Attention: Robert Rice

All Notices shall be deemed given on the day of mailing. Any party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the others as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, Polk County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

_____ day of _____ 20__

Polk County, Iowa
 Board of Supervisors

Attest _____
 Auditor

 Chairperson

STATE OF IOWA)

COUNTY OF POLK) ss:
)

On this ____ day of _____, 20__, before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, and who being duly sworn, did say that they are the Chairperson and Auditor, respectively of the Board of Supervisors of Polk County, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors as contained in Resolution No. _____ adopted on _____, 20__, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public for Iowa

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the Polk Soil and Water Conservation District has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original.

Executed by Polk SWCD, Ankeny, Iowa

ATTEST:

Chairperson of Commission

Secretary

____ day of _____ 20__

STATE OF IOWA)

COUNTY OF POLK) ss:
)

On this ____ day of _____, 20__ before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, and who being duly sworn, did say that they are the Chairperson and Secretary, respectively of the Polk Soil and Water Conservation District, Ankeny, Iowa, and that said instrument was signed on behalf of the Polk Soil and Water Conservation District by authority and resolution of its Commission, as contained in the Resolution adopted under Roll Call No. _____, and said Chairperson and Secretary acknowledged said instrument to be the free act by it voluntarily executed.

Notary Public for Iowa

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions of the relationship between the County and the Polk SWCD for coordination of the CIWMA's by funding a Watershed Coordinator position with the Polk SWCD for three years. The Polk SWCD would provide staffing of the Watershed Coordinator position and would provide the following services to the CIWMA's.

A. Administrative:

Coordination of meetings and administrative items to maintain and grow continued momentum. Provide leadership and support to executive council, the full WMA group, the coordinating strategy champions and implementation committees.

B. Monitoring Support:

Conduct monthly stream sampling, pursue funding for bacteria monitoring, and complete additional assessment of priority areas outlined in assessment. Monitor pollutant reduction as conservation practices are installed.

C. Education and Outreach:

A pivotal part of this watershed improvement project is being a presence in the watershed and providing resources and technical assistance to watershed stakeholders. This includes a multifaceted outreach strategy to agricultural and rural landowners to find priority areas, conservation opportunities, and improve conservation practice adaptation. These activities may include mailings, field days, surveys, informational meetings, and field visits. Education and Outreach would be completed in association with each of the regional County Soil and Water Conservation Districts. Education and outreach activities will also be administered in urban areas with strategies tailored to urban populations and pollutant sources. Communication with City and County officials about WMA goals, objectives, and water quality improvement strategies will be a priority.

D. Practice Implementation:

Conservation practice adoption is the key to improving water quality in watersheds. Polk SWCD will focus on growing education and outreach activities into practice adoption throughout the watershed. Landowners will utilize district resources for the design, layout, and construction oversight of conservation practices. Funding will be pursued for priority practices that cannot be funded by existing programs.

E. Ordinance Changes

The Polk SWCD will coordinate and review draft ordinance changes prepared by others that are outlined in the watershed plans. This effort is intended to facilitate more consistent language for development projects within the watersheds.

F. Funding Acquisition

Concurrent with education/outreach and practice implementation efforts the Polk SWCD will pursue funding to improve water quality in the watershed. Efforts within the watershed will provide the vital information needed to successfully acquire future funding. Polk SWCD has extensive experience acquiring watershed specific funding dependent upon opportunities and landowners willingness.

G. Polk SWCD would work with other area agencies such as the MPO, IDALS, IDNR, and other Soil and Water Conservation Districts on an as needed basis to assist them in the completion of their implementation services. The services would be provided for Fourmile Creek, Walnut Creek, and Mud, Camp, and Spring Creek watersheds. In the event additional watersheds desire watershed coordinator services, they could work with the Polk SWCD to determine the additional cost to extend those services to that watershed.

The cost for these services will be \$165,000. A model has been developed based on drainage area (50%) and population (50%) and is shown in Attachment D. Polk County will also develop Cooperative Services Agreements with each of the jurisdictions to provide the structure for the payment of the funds. This agreement will be in effect for one year beginning from the date of execution of this agreement.

ATTACHMENT B

Duties of Polk County

The County, through their Public Works Department, shall act as lead agency for completing this Watershed Coordination plan and coordinating agreements with the Watershed Authority members at no cost. The County will develop Cooperative Services Agreements with each member of the Watershed Authorities and the Polk SWCD that outlines the specific scope, duties and costs for each entity.

For FY 18, 19, and 20, The County shall contribute \$64,750 to the cost of the Watershed Coordinator position and also be responsible submitting invoices to all the participating agencies for their contributions, and will be responsible for any costs greater than the estimated \$165,000 to fund the Watershed Coordinator position should a participating agency fail to meet their commitment.

ATTACHMENT C

Duties of the Polk SWCD

Upon execution of an agreement between the County and the Polk SWCD and payment of the each of the CIWMA agencies, as shown in Attachment D, the Polk SWCD shall proceed with work associated with the existing Watershed

Coordinator position within the Polk SWCD. The duties and responsibilities of the Watershed Coordinator position and the Polk SWCD shall be fulfilled as detailed in Attachment A.

Attachment D

WATERSHED COORDINATOR COST SHARE PROPOSAL
 CONTRIBUTIONS ARE ANNUAL PAYMENTS
 FOR THE NEXT THREE FISCAL YEARS

Jurisdiction	Annual Payments
Alleman	\$175
Altoona	\$4,800
Ankeny	\$11,400
Bondurant	\$2,200
Boone County	\$175
Boone County SWCD	\$0
Clive	\$4,500
Dallas Center	\$545
Dallas County	\$0
Dallas County SWCD	\$0
Des Moines	\$37,000
Elkhart	\$175
Grimes	\$3,000
Jasper County	\$175
Jasper County SWCD	\$0
Johnston	\$5,000
Marion County	\$0
Marion County SWCD	\$0
Mitchellville	\$175
Pleasant Hill	\$3,500
Polk County	\$64,700
Polk SWCD	\$0
Runnells	\$115
Sheldahl	\$115
Slater	\$175
Story County	\$175
Story County SWCD	\$0
Urbandale	\$12,000
Waukee	\$3,600
West Des Moines	\$10,200
Windsor Heights	\$1,100
TOTAL ANNUAL COST	\$165,000