



**Roll Call Number**

20-1783

**Agenda Item Number**

40

**Date** ..... November 9, 2020 .....

**APPROVING COOPERATIVE PUBLIC SERVICE AGREEMENT BETWEEN POLK COUNTY AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATOR POSITION**

WHEREAS, flooding and water quality along Fourmile Creek and Walnut Creek has impacted Des Moines residential and commercial properties, and

WHEREAS, the City, along with Polk County, and various other communities have entered into a 28E agreement to create the Fourmile Creek Watershed Management Authority, and

WHEREAS, the Fourmile Creek Watershed Management Authority has developed and approved the 2015 Fourmile Creek Watershed Management Plan, and

WHEREAS, the City, along with Polk County, and various other communities have entered into a 28E agreement to create the Walnut Creek Watershed Management Authority, and

WHEREAS, the Walnut Creek Watershed Management Authority has developed and approved the 2016 Walnut Creek Watershed Master Plan, and

WHEREAS, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities (“CIWMA”); and

WHEREAS, Polk County has negotiated a Cooperative Agreement with Polk County and the CIWMA members to hire a shared Watershed Coordinator with all CIWMA members paying a proportionate share of the cost, based upon population and drainage area within the watersheds, with the annual cost to the City of Des Moines of \$37,000 (“the Agreement”); and

WHEREAS, the Agreement remains in effect for each party until that party provides notice of termination; and

WHEREAS, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, (“the Parties”); and



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WHEREAS, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

WHEREAS, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Cooperative Public Service Agreement Between Polk County, Iowa and the Central Iowa Watershed Management Authorities for the Funding of a Watershed Coordinator Position, in an amount not to exceed \$37,000 annually for the City's share of funding, a copy of which is on file with the City Clerk Office, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Cooperative Agreement for and on behalf of the City of Des Moines, Iowa.

(Council Communication No. 20- 471 )

Moved by Boesen to adopt.

APPROVED AS TO FORM:

Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			
MOTION CARRIED	APPROVED			

J. M. Franklin Cownie Mayor

**CERTIFICATE**

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik City Clerk

**AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK  
COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT  
AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATOR  
POSITION**

This Agreement is made and entered into by and between the Parties listed in Attachment A.

1. This Agreement shall consist of two (2) pages and Attachments A, B, C, and D which shall be considered part of this Agreement.
2. This Agreement shall become effective October 16th, 2020 and shall continue until all Parties terminate this Agreement
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 Parties are listed in Attachment C.
6. The Cost Sharing Model for the Watershed Coordinator position is listed 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 the Public Works Department, shall be the lead agency for carrying out the terms of this Agreement.
9. Any Party to this Agreement may notify the other Parties of its desire to terminate its participation in this Agreement, 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 each of the other Parties at their principal place of doing business by registered mail. In the event of termination, the terminating Party shall be liable for its cost share payment pursuant to the payment structure set forth in Attachment D for the fiscal year, beginning on July 1, in which the terminating Party gives notice of its intention to terminate.
10. 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.
11. This is the entire Agreement between the parties and may only be amended upon the Agreement of all Parties in writing.
12. The Parties may amend this Agreement by request of any party. All Parties must consent to any Amendment in writing.
13. The Parties shall approve of the Agreement by resolution or motion of their respective Board, Commission or Council, which shall authorize the execution of this Agreement.
14. The Parties shall not, by reason of this Agreement, be obligated to defend, hold harmless or indemnify the others from any liability to third parties from any injury, liability or loss, damage, claim or lawsuit asserted against them arising out of or in any way connected with this Agreement.

**AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATION POSITION**

**Whereas**, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

**Whereas**, the members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as “the Parties”; and

**Whereas**, pursuant to a prior agreement, the Parties each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020; and

**Whereas**, the purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA; and

**Whereas**, it is the intent and desire of the Parties and the CIWMA to fund a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

**NOW, THEREFORE,**

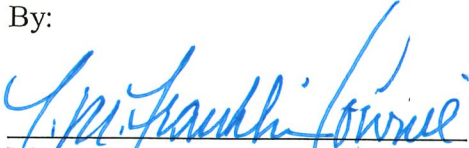
**BE IT RESOLVED** that the City of Des Moines has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this 9<sup>th</sup> day of November, 2020.


**CITY OF DES MOINES**

IN WITNESS WHEREOF, the City of Des Moines has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Date: 11/9/20

Date: 11/9/20

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

## ATTACHMENT A

### PURPOSE

The members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as "CIWMA".

The members of CIWMA participating in this Agreement consist of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, Polk County, the City of Runnells, the City of Sheldahl, the City of Slater, Story County, the City of Urbandale, the City of Waukee, the City of West Des Moines, and the City of Windsor Heights, hereinafter referred to as "the Parties".

Pursuant to a prior agreement, the participating members of the CIWMA each allocated funding to employ a Watershed Coordinator position within Polk County Soil and Water Conservation District and later within Polk County, Iowa. The purpose of funding the Watershed Coordinator position was to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA. The prior agreement ends on September 5, 2020.

The purpose of this Agreement is to establish the terms and conditions of the Parties with respect to funding and employing a Watershed Coordinator position to more efficiently implement and fund the Watershed Management Plans developed by each Watershed Management Authority operating within the CIWMA.

## ATTACHMENT B

### DUTIES OF POLK COUNTY

In exchange for the Parties contribution pursuant to Attachment D, Polk County, Iowa shall do as follows:

- 1) Act as lead agency for administering this Agreement.
- 2) Contribute to the Watershed Coordinator position pursuant to Exhibit D.
- 3) Submit invoices to the Parties on or about September 1 of each year and collect from all Parties on an annual basis for their contributions as set out in Attachment D.
- 4) Employ a Watershed Management Authority Coordinator whose duties will comprise, in part, of those contained in points (a) through (g) below:
  - a. Coordinate meetings and administrative items for and between members of the CIWMA to maintain and grow continued momentum. The County shall also provide leadership and support to the Executive Council for CIWMA, the full Watershed Management Authority Group, the coordinating strategy champions and the implementation committees.
  - b. Facilitate and coordinate water monitoring opportunities with local universities, agencies, and jurisdictions. This may include water quality, quantity, or conservation practice monitoring.
  - c. Provide a presence in the watershed and provide resources and technical assistance to watershed stakeholders. This shall include a multifaceted outreach strategy to agricultural and rural landowners in order to locate priority areas, conservation opportunities and improve conservation practice adaption. The aforementioned activities may include mailings, field days, surveys information meetings and field visits. Education and outreach will be completed in association with each of the regional County Soil and Water Conservation Districts. Education and outreach activities are also to be administered in urban areas with strategies tailored to urban populations and pollutant sources. Communication with various local government officials about the Watershed Management Authorities goals, objectives and water quality improvement strategies will be a priority.
  - d. Focus on growing education and outreach activities into practice adoption throughout the watershed to include providing resources for the design, layout and construction oversight of conservation practices. Funding shall be pursued for priority practices that cannot be funded by existing programs.
  - e. Coordinate and review draft ordinance changes prepared by others that are outlined in watershed plans in order to facilitate more consistent language for development projects within the watersheds.
  - f. Concurrent with education, outreach and practice implementation, pursue funding to improve water quality in the watershed
  - g. Work with other area agencies such as the MPO, NRCS, IDALS, IDNR, and other Soil and Water Conservation Districts to coordinate the implementation of WMA goals.
  - h. Provide technical assistance to the Polk County portion of the Beaver Creek Watershed and facilitate upstream coordination and partnership building across the watershed.

## ATTACHMENT C

### DUTIES OF THE PARTIES

In exchange for Polk County, Iowa employing a Watershed Coordinator position, all Parties shall, upon invoice from Polk County, Iowa, on or about July 1 of each year, make the payments pursuant to the Cost Sharing Model in Attachment D by no later than September 30 annually. The dollar amount contained in Attachment D is due annually until termination by any Party. Upon termination by any party, all parties remain responsible for their payment obligation for the fiscal year in which the termination occurs. Beginning in the fiscal year following the termination of a Party, the cost share amounts in Attachment D of the terminating Party shall be prorated among the remaining Parties in proportion to each Party's original cost share amount. Payments shall be made to Polk County, Iowa.



**ATTACHMENT D**

**COST SHARING MODEL**

<u>Jurisdiction</u>	<u>Amount</u>
Alleman	\$175
Altoona	\$4,800
Ankeny	\$11,400
Bondurant	\$2,200
Clive	\$4,500
Des Moines	\$37,000
Elkhart	\$175
Grimes	\$3,000
Johnston	\$5,000
Mitchellville	\$175
Pleasant Hill	\$3,500
Polk County	\$65,595
Runnells	\$115
Sheldahl	\$115
Slater	\$175
Story County	\$175
Urbandale	\$12,000
Waukee	\$3,600
West Des Moines	\$10,200
Windsor Heights	\$1,100
	\$165,000