CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 21, 2022

ITEM:

Resolution - Approval of Amended Cost Share Funding Agreement
Central Iowa Watershed Management Authorities Coordinator – Polk County, Iowa

FINANCIAL IMPACT: $13,500 Annually, an increase of $3,300 from the existing agreement approved by City Council on November 16, 2020.

BACKGROUND: West Des Moines has been a member of the Walnut Creek Watershed Management Authority (WMA) since 2014 per a 28E agreement. The Walnut Creek WMA along with the Fourmile Creek WMA and the Mud, Camp and Spring Creek WMA belong to the Central Iowa Watershed Management Authorities (CIWMA). The CIWMA is made up of twenty 20 Des Moines metro public agencies which is currently managed by Polk County, Iowa. Since 2016 public agencies who are members of their respective WMA's that are covered by the CIWMA have been paying an annual prorated cost share for management. The funding agreement formalized the cost share payment to Polk County, Iowa for management of the CIWMA for each participating public agency. Under this amendment Polk County, Iowa will employ a Watershed Outreach Coordinator to support member agencies.

Exhibit 1-A is a copy of the "AMENDMENT TO THE 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 amended funding agreement works in coordination with the existing 28E agreements for the WMA's covered by the CIWMA.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

- Resolution approving and authorizing the execution of an amendment to the agreement with Polk County, Iowa for the City's portion of the cost share to fund a new watershed outreach coordinator position to assist the Central Iowa Watershed Management Authorities.

Lead Staff Member: Brian Hemesath, P.E., City Engineer

STAFF REVIEWS

Department Director	Brian Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services

S:\PWENGR\0208 Metropolitan Planning Organization (MPO)\015 Walnut Creek Watershed Management Authority
S:\PWENGR\0060 Other Cities - Agreements\002 Polk County

Dates(s) Published	

Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATOR POSITION

WHEREAS, the City of West Des Moines entered into a Funding Agreement with Polk County for an annual cost share payment for management of the Central Iowa Watershed Management Authorities ("CIWMA");

WHEREAS, the CIWMA is a collective entity that coordinates management of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority;

WHEREAS, the City of West Des Moines is a member of the Walnut Watershed Management Authority (WMA) per a 28E Agreement. The Walnut Creek WMA is part of the CIWMA;

WHEREAS, the City Council has deemed that it is in the best interest of the citizens of the City to approve and execute the above described Amendment to the Agreement for Cooperative Public Service Between Polk County, Iowa and the Central Iowa Watershed Management Authorities for the Funding of Watershed Coordinator Position;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the intergovernmental agreement, Amendment to the Agreement for Cooperative Public Service Between Polk County, Iowa and the Central Iowa Watershed Management Authorities for the Funding of Watershed Coordinator Position on file in the office of the City Clerk is hereby approved and the Mayor is hereby authorized and directed to execute such agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND ADOPTED this 21st day of March 2022.

_____
Russ Trimble, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

S:\PWENGR\0208 Metropolitan Planning Organization (MPO)\015 Walnut Creek Watershed Management Authority
S:\PWENGR\0060 Other Cities - Agreements\002 Polk County

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.

15. To the fullest extent permitted by the law, the Parties, including their respective elected and appointed officials, employees, volunteers and others working on their behalf hereby release 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 effect only with respect to loss or damage occurring with respect to and during the time of this Agreement.

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 1of 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

Jurisdiction	Amount
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

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 West Des Moines has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2020.

CITY OF WEST DES MOINES

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

By: _____
Mayor

Date: 11/16/20

Attest: _____
City Clerk

Date: 11/16/20

AMENDMENT TO THE 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 AMENDMENT affects the Agreement approved by the various members of the Central Iowa Watershed Management Authority between September 22, 2020 and January 26, 2021, with an effective date of October 16, 2020, said Agreement is attached hereto as Exhibit 1 ("the Agreement"). The purpose of this Amendment is two-fold. The first purpose is to update the Duties of the County in Attachment B of the Agreement. The second purpose is to update and replace the cost sharing model contained in Attachment D of the Agreement for cost share year 2022 and beyond until further amendment or termination of the Agreement. Therefore, in exchange for the consideration outlined below, the Agreement is amended as follows:

Amendment 1:
In exchange for the Parties amending the Cost Sharing Model below, the Duties of the County contained in Attachment B of the Agreement are amended as follows:

5) The County shall employ a Watershed Outreach Coordinator whose duties will comprise of the following:

a. Develops and conducts water quality education for a variety of social groups; organizes educational workshops, school programs, and volunteer events.
b. Designs education materials such as flyers, social media posts, and targeted outreach materials; manages websites and social media campaigns for local watershed efforts.
c. Provides assistance to the Water Resources Planner in administrative duties for local watershed management authority groups, including assisting with membership, agendas, work sessions, and other general administrative duties.
d. Provides assistance in grant writing and management to fundraise for local educational efforts and the implementation of urban stormwater management practices in Polk County.

Amendment 2:

In exchange for the County amending the Duties of the County above, the Cost Sharing Model contained in Attachment D of the Agreement is replaced for cost share year 2022 and beyond until further amendment or termination with the following:

		2022 and beyond
Jurisdiction		Amount
Alleman		$ 250.00
Altoona		$ 6,600.00
Ankeny		$ 15,800.00
Bondurant		$ 3,300.00
Clive		$ 6,000.00
Des Moines		$ 47,000.00
Elkhart		$ 250.00
Grimes		$ 4,500.00
Johnston		$ 6,600.00
Mitchellville		$ 250.00
Pleasant Hill		$ 4,700.00
Runnells		$ 150.00
Sheldahl		$ 150.00
Slater		$ 250.00
Story County		$ 175.00
Urbandale		$ 16,000.00
Waukee		$ 5,700.00
West Des Moines		$ 13,500.00
Windsor Heights		$ 1,300.00
Polk County		$ 98,595.00
Total		$ 231,070.00

This Amendment shall take effect immediately upon signature of all Parties.

All the other provisions of the Agreement remain in full force and effect through and until further amendment or termination.

AMENDMENT TO THE AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATOR 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, various members of the CIWMA approved an "Agreement for Cooperative Public Service Between Polk County, Iowa and the Central Iowa Watershed Management Authorities for the Funding of a Watershed Coordinator Position" between September 22, 2020 and January 26, 2021 with an effective date of October 16, 2020 hereinafter referred to as "the Agreement"; and

Whereas, the Parties to the Agreement desire to amend the Cost Sharing Model to fund a Watershed Outreach Coordinator.

NOW THEREFORE BE IT RESOLVED THAT the West Des Moines approves and adopts the attached Amendment to the Agreement.

BE IT FURTHER RESOLVED THAT the City of West Des Moines has caused this Amendment to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2021.

CITY OF WEST DES MOINES

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

By:

_____
Mayor

Date:_____

Attest:

_____
City Clerk

Date:_____