

**Cooperative Agreement for Watershed Planning for
the Greater Des Moines Metropolitan Area
Between the Polk County, Iowa
and the Des Moines Area Metropolitan Planning Organization**

This Agreement is made and entered into between Polk County, Iowa (hereinafter referred to as "the County") and the Des Moines Area Metropolitan Planning Organization (hereinafter referred to as the "MPO"), collectively referred to as "the Parties", for the continued support of watershed management authorities ("WMA") and watershed planning efforts in the Des Moines metropolitan area.

Background

Both the County and the MPO have been involved with the development of watershed management plans in the Greater Des Moines metropolitan area, most recently for Fourmile Creek, Walnut Creek, and Mud/Camp/Spring Creeks. Many of the watershed planning efforts to date have been conducted by consulting firms using grant funding, which will not be available long-term for ongoing implementation. As WMAs in the Greater Des Moines area continue to form and conduct planning assessments, the Council of WMAs, made up of the officers of the existing WMAs in the region, seek to ensure continued and coordinated implementation of the recommendations from the various plans and studies.

To that end, municipalities forming the existing WMAs contracted with the County to provide ongoing support for watershed issues. This support includes administration of existing WMAs, education and outreach to communities and landowners, implementation of recommended practices, and acquisition of funding to improve water quality.

Purpose

The County seeks to subcontract with the MPO for assistance in policy development and outreach to communities within the metropolitan area. The MPO regularly convenes meetings of elected officials and staff from these communities. The MPO also leads the development of regional plans such as The Tomorrow Plan and the Greater Des Moines Water Trails and Greenways Plan, both of which call for watershed planning. Furthermore, the Fixing America's Surface Transportation (FAST) requires that the MPO strive to improve the resiliency and reliability of the transportation system and to reduce or mitigate stormwater impacts of surface transportation. Both the County and the MPO deem a partnership between the two organizations to be beneficial and necessary for the implementation of existing, and development of future, watershed management plans.

Duties of the Parties

Duties of the County:

In exchange for the MPO fulfilling its duties pursuant the "Duties of the MPO" section below, the County shall:

- A. Be responsible for and shall be considered the lead agency in conducting the following activities:
 1. Administration of WMA Activities: Coordinate 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.
 2. Education and Outreach: Conduct 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 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.
 3. Funding Acquisition: Concurrent with education/outreach and practice implementation efforts, pursue funding to improve water quality in the watershed. Efforts within the watershed will provide the vital information needed to successfully acquire future funding. The County has extensive experience acquiring watershed specific funding dependent upon opportunities and landowners' willingness.

- B. Pay the MPO \$10,000 total for the assistance described in the "Duties of MPO" section below. Payment shall be made to the MPO in two installments of \$5,000 upon receiving invoices from the MPO.

Duties of the MPO :

In exchange for the County fulfilling its duties pursuant the "Duties of the County" section below, the MPO shall:

- C. Be responsible for and shall be considered the lead agency in conducting the following activities:

1. **Policy Development:** Facilitate development of regional policies, ordinances, and other mechanisms to be used by local municipalities in support of watershed management plan implementation.
2. **Community Convening:** Provide the County access to community leaders and staff via its established boards and subcommittees. The MPO shall also provide support for public engagement efforts such as public input meetings, news media engagement, and social media outreach.
3. **Data and Mapping Support:** Support efforts in organizing regional data and mapping efforts related to watershed management issues.
4. **Plan Coordination:** Work to ensure that future community plans - including transportation plans, comprehensive plans, emergency preparedness plans, and so forth - consider and are consistent with existing and future watershed management plans.
5. **Media Relations & Communication:** Provide assistance with engagement of the media, members of the public, businesses, and other stakeholders as necessary.

D. Invoice the County in installments of \$5,000 every six months upon execution of this Agreement. Annually, the installments would be submitted in April and October of each year.

Miscellaneous Terms and Conditions

Effective Date and Duration: This Agreement shall become effective upon signature by both Parties. This Agreement shall remain in force unless and until terminated under the provisions herein in perpetuity.

Amendment: This Agreement may be amended from time to time upon written agreement by both parties.

Termination: Either Party may terminate this Agreement in the month of March each year by giving sixty (60) days written notice of such termination to the other party. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail. In the event of termination, the Parties shall be liable for their respective expenses up to the date of termination. Any payments made to the MPO pursuant to the terms of this Agreement shall be refunded to the County in the event of termination.

Terms and Conditions Survive: 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.

Entire Agreement: This is the entire agreement between the parties.

Approval: The Parties shall approve of this Agreement by resolution or motion of their respective Board, Commission or Council.

No Separate Entity: No separate legal or administrative entity is created by this Agreement.

No Indemnification: 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.

Release of Liability: 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.

POLK COUNTY, IOWA

IN WITNESS WHEREOF, Polk County, Iowa has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Robert Rice, Public Works Director

Rachelle Martin, Administrative Assistant

Date: _____

Date: _____

DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION

IN WITNESS WHEREOF, the Metropolitan Planning Organization has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

MPO Chairperson, Joe Gatto

Todd Ashby, Executive Director

Date: _____

Date: _____