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6/25/24

28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA AND  
THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY  
FOR THE FUNDING OF CERTAIN EXPENSES RELATED TO THE WOODBURY  
COUNTY LAW ENFORCEMENT CENTER

This 28E Agreement for the funding of certain expenses for the Woodbury County Law Enforcement Center ("Agreement") is made and entered into pursuant to the provisions of Iowa Code Chapter 28E as of this 25<sup>th</sup> of June, 2024, by and between WOODBURY COUNTY, IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa ("County") and the WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27 ("Authority"). The County and the Authority are herein referred to as the "Parties" to this Agreement.

WHEREAS, the Authority was created pursuant to Iowa Code Section 346.27, by its incorporating units, Woodbury County, Iowa and Sioux City, Iowa, for purposes of constructing and owning a law enforcement center ("Project"); and

WHEREAS, the Authority has been and will be incurring the below-noted expenses relating to the Project that are the subject of this Agreement ("28E Agreement Expenses"):

- (1) Legal fees, costs and expenses;
- (2) Expert fees and expenses;
- (3) Project engineering consultant's fees and expenses; and
- (4) Baker Group fees and expenses for construction management services; and
- (5) Goldberg Group Architects, PC's Reimbursable Expenses (as such term is defined under the Agreement between the Authority and such architect); and

WHEREAS, the Board of Supervisors of the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the granting of a forgivable loan from the County to the Authority for the 28E Agreement Expenses in the amount of \$400,000; and

WHEREAS, the Parties desire to enter into a contract and loan agreement under Chapter 28E in order to define their respective rights and obligations in connection with said loan.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and the Authority hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the joint exercise of the respective powers of the Parties in connection with entering into a forgivable loan in the amount of \$400,000 to be used for the Authority's payment of 28E Agreement Expenses on the Project, which is a public improvement project of mutual benefit to the constituents and incorporating units of both Parties.

Section 2. Agreement. In order to effectuate the purpose hereof, the Parties agree as follows:

A. County's Obligations. The County shall lend to the Authority \$400,000. The loan shall be made in cash from such funds as may be legally available including cash on hand and such other funds as the Board of Supervisors may at its sole discretion determine and provide. The proceeds of the loan shall be placed in an interest-bearing account in the name of the Authority in an institution selected by the Woodbury County Treasurer and approved by the Board of Supervisors.

B. Authority's Obligations. The Authority shall use the loan proceeds from the County for the sole purpose of paying 28E Agreement Expenses. Following final completion of the Project and the final resolution and conclusion of all legal matters and proceedings related to the Authority's claims against the design and construction parties relating to their design and construction work on the Project (collectively, "Legal Proceedings"), the Authority shall repay the County for the loan payment to the extent it obtains monies from the Legal Proceedings. In the event the Authority obtains insufficient monies from the Legal Proceedings to repay the loan in full, the Authority's loan repayment obligations to the County shall be forgiven and discharged, without further action from the County, in regard to any remaining balance of the loan. At the completion of the Project and final resolution and conclusion of the Legal Proceedings, and after the Authority has paid the 28E Agreement Expenses and repaid the \$400,000 loan in full, the Authority shall remit to the County any remaining monies it obtained from the Legal Proceedings in excess of \$400,000.

Section 3. Agreement - Method of Approval. The Parties shall approve this Agreement by resolution adopted by action of their respective governing body, which resolution shall authorize the Chairperson and County Auditor of the County and the Chairperson and Secretary of the Authority to execute this Agreement.

Section 4. Agreement - Filing with Secretary of State. When this Agreement has been executed by the Parties, it shall be electronically filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

Section 5. Duration. This Agreement shall be in effect as of the date of the filing of the Agreement with the Secretary of State and shall continue indefinitely until the terms herein are satisfied in full. This Agreement may be amended as necessary to effect its purpose in accordance with Iowa law.

Section 6. No Entity. No separate entity is created hereby.

Section 7. Designated Administrator. The parties agree that Dennis Butler shall be designated as the sole administrator of this Agreement for purposes of the filing requirements outlined by Iowa Code Section 28E.8. Each party shall otherwise separately administer its own activities.

Section 8. Notices. Any notice, demand or other communication under this Agreement shall be made in writing as follows:

If to the County:

Woodbury County Board of Supervisors  
Attn: Chairperson, Board of Supervisors  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, IA 51101

If to the Authority:

Woodbury County Law Enforcement Center Authority  
Attn: Chairperson, Board of Commissioners  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, IA 51101

Section 9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

Section 10. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by the Chairperson of the Board of Supervisors and its seal to be hereunto duly affixed and attested by its Auditor, and the Authority has caused this Agreement to be duly executed in its name and behalf by its Chairperson and attested by its Board Secretary, all on or as of the day first above written.


*[Remainder of page intentionally left blank; Signature pages follow.]*

(SEAL)

WOODBURY COUNTY, IOWA

  
\_\_\_\_\_  
Chairperson

ATTEST:

  
\_\_\_\_\_  
County Auditor

STATE OF IOWA                                    )  
  ) SS  
COUNTY OF WOODBURY                    )

On this 25<sup>th</sup> day of June, 2024, before me a Notary Public in and for said State, personally appeared the Chairperson of the Board of Supervisors of Woodbury County and the Woodbury County Auditor, to me personally known, who being duly sworn, did say that they are the Chair and Auditor, respectively, of Woodbury County, Iowa, an Iowa 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, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



(SEAL)

WOODBURY COUNTY LAW  
ENFORCMENT CENTER  
AUTHORITY

*Ben Wick*  
Chairperson

ATTEST:

*Dan Cillmore*  
Secretary

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WOODBURY        )

On this 25<sup>th</sup> day of June, 2024, before me a Notary Public in and for said State, personally appeared the Chairperson of the Board of Commissioners of the Woodbury County Law Enforcement Center Authority and the Board Secretary, to me personally known, who being duly sworn, did say that they are the Chair and Secretary, respectively, of said Board, created and existing under Iowa Code Section 346.27, and that the seal affixed to the foregoing instrument is the seal of said Authority, and that said instrument was signed and sealed on behalf of said Authority by authority and resolution of its Board of Commissioner, and said Chair and Secretary acknowledged said instrument to be the free act and deed of said Authority by it voluntarily executed.

*Karen James*  
Notary Public in and for the State of Iowa



[ATTACH RESOLUTION OF WOODBURY COUNTY BOARD OF SUPERVISORS APPROVING AGREEMENT]