



Book 2023 Page 710

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: Carla K. Becker, Delaware County Auditor, 301 E Main St, Manchester, IA
(563) 927-4701

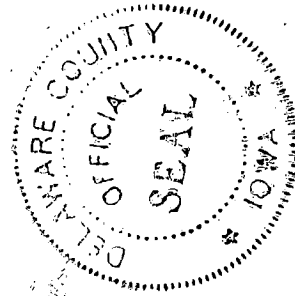
AFFIDAVIT OF RECORDING

To Whom It May Concern:

I, Carla K. Becker, Auditor, for the County of Delaware, Iowa, do hereby certify that the attached is a true and exact copy of the 28E Agreement between Delaware County, Iowa and the Delaware County Board of Health to provide for the employment of an Environmental Health, Water and Safety Inspector.

Dated this 3rd day of April 2023

Carla K. Becker
Delaware County Auditor



Subscribed and sworn to before me, a Notary Public, in and for the State of Iowa, on this 3rd day of April 2023.

Brittany Ries
Notary Public in and for the State of Iowa



AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF HEALTH AND DELAWARE COUNTY FOR ENVIRONMENTAL HEALTH SERVICES IN DELAWARE COUNTY UNDEER CHAPTER 28E & CHAPTER 137 OF THE CODE OF IOWA

This Agreement is entered into this 6th day of March 2023, under authority of both Iowa Code Chapter 28E and Iowa Code Chapter 137, between the Delaware County Board of Health ("Board of Health") and Delaware County, Iowa ("Delaware County").

***Purpose.** The Board of Health and Delaware County enter into this Agreement to provide for the employment of an Environmental health/ Water and Safety Inspector.

***Employment.** The Board of Health agrees to delegate its authority to hire an Environmental Health/Water and Safety Inspector under Iowa Code 137.104 (1)(C) to Delaware County. Delaware County agrees to employ and equip the Environmental Health/Water and Safety Inspector in accordance with the requirements of Iowa Code 137.04(1)(C) and all other applicable local, state, and federal laws including labor laws. Delaware County shall pay for said employment and equipment from such funds as it deems lawful and appropriate. This employee will remain a Delaware County employee.

***Office & Supplies.** Delaware County agrees to provide the necessary office space, utilities and supplies required for the Environmental Health/Water and Safety Inspector.

***Government Agency Contracts.** The Board of Health reserves its right and authority to continue to be the contracting body with other private and public agencies for matters relating to services provided by the Environmental Health/Water and Safety Inspector. The Board of Health may utilize the Environmental Health/Water and Safety Inspector as needed to facilitate contracts with other private or public agencies so long as said functions do not create duties which would be in violation of this agreement. Any funds received by the Board of Health related to fees charged for the services of the environmental reimbursement of expenses incurred by the Environmental Health/Water and Safety Inspector shall be promptly remitted either to Delaware County or the Environmental Health/Water and Safety Inspector, depending on (1) the conditions of requirements of the private or public agency distributing those funds and (2) the payment and reimbursement policies of Delaware County. Delaware County agrees to ensure any funds distributed to it under the paragraph will be lawfully disposed of in accordance with the requirements of the public or private agency which distributed those funds.

***Delaware County agrees to assume the responsibilities of existing contracts, 28Es, and Memorandums of Understanding in existence relating to Environmental Health in Delaware County or with other government agencies relating to Environmental Health.**

***Delaware County agrees to comply with any "Grants to Counties" or other grantor requirements for previous awards and future awarded grants to the Delaware County Board of Health.**

***Reports to Board of health and Attending Board of Health Meetings.** Delaware County agrees that the Environmental Health/Water and Safety Inspector will provide the Board of Health with regular reports concerning information related to all areas of environmental health including but not limited to: Septic Evaluation and Inspections, Time of Transfer Inspections, New Water Wells, Plugged Water Wells, Water

Tests, Septic Tank Pump Inspections, and Nuisance Complaints. Reports shall include information related to the number of inspections and any issues or complaints related to such areas. In addition, Delaware County agrees to require the Environmental Health/Water and Safety Inspector to attend Board of Health meetings. Further, the Environmental Health/Water and Safety Inspector will attend any special meetings of the Board of Health if requested by the Board of Health.

***Fee Schedule.** The Fee Schedule related to the Environmental Health/Water and Safety Inspector within Delaware County shall be determined by Delaware County.

***Administrator.** The Administrator responsible for overseeing this Agreement as contemplated by Iowa Code 28 E.6 (1)(a) shall be the Delaware County Board of Supervisors, 301 East Main St., Manchester, Ia. 52057. Delaware County shall pay for the administrative costs of recording this Agreement pursuant to Iowa Law.

***Manner of Holding Property.**

***Real Property.** The Board of Health and Delaware County do not contemplate the necessity of ownership of any real property under this agreement other than the office location provided for the Environmental Health/Water and Safety Inspector. The office location provided for the Environmental Health/Water and Safety Inspector shall be owned by Delaware County.

***Personal Property.** Any personal property, other than the funds previously described, which may be necessary for the employment of the Environmental Health/Water and Safety Inspector shall be owned by Delaware County unless previously provided by the Board of Health as described herein.

***Distribution of Property Upon Termination of the Agreement.** At the time of the termination of this agreement, any interest in real property of interest in personal property other than money shall be distributed to the party holding ownership. Those monetary funds, including accounts receivable, which are in the possession of the Board of Health or are to be paid to the Board of Health for services already performed or expenses already incurred by the Environmental Health/Water and Safety Inspector shall be distributed to Delaware County as soon as may be lawful and practicable without undue prejudice to the Board of Health. All other monetary funds in the possession of the Board of Health or by third parties to be paid to the Board of Health shall be considered the property of the Board of Health. Any monetary funds which are in the possession of Delaware County shall be the property of Delaware County unless they are fees charged for services not yet performed by the Environmental Health/Water and Safety Inspector per expenses advanced to Delaware County by the Board of Health which have not yet been incurred by the Environmental Health/Water and Safety Inspector of Delaware County. Any such fees or advanced expenses shall be distributed to the Board of Health as soon as may be lawful and practicable without undue prejudice to Delaware County. In all events both parties agree that any funds received by Delaware County or the Board of Health from other private or public agencies by the holder of those funds of said private and public agencies have a lawful right to those funds and said private or public agencies require repayment.

***Duration and Termination.** This agreement shall be perpetual in the nature and annual renewing of the Agreement will not be required. However, either party may unilaterally terminate this Agreement by

ninety (90) days written notification to the other party. Upon termination, all delegation of authority shall revert back to the Board of Health.

***Amendment.** This Agreement may be amended only by written agreement of the Board of Health and Delaware County.

***Addresses for Notices.** Delaware County may be served notice under this Agreement by ordinary mail addressed to Delaware County Supervisors, 301 East Main St., Manchester Ia. 52057. The Board of Health be served notice under this Agreement by ordinary mail addressed to Delaware County Board of Health at Board of Health Administrator, 613 West Main St., Manchester, Iowa 52057.

***Jurisdiction and Venue.** This Agreement shall be construed and enforced under the laws of the State of Iowa. Venue for any dispute between the parties shall be in Delaware County, Iowa.

***Severability.** If any portion of this Agreement or the application of this Agreement to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and, to this end, the provisions of this Agreement are declared as severable.

***Approval by Boards.** The execution of this Agreement by the Board of Health and Delaware County shall constitute adoption of this Agreement. This Agreement may be executed only pursuant to authority granted by resolution or motion of the Board of Health and of the Delaware County Board of Supervisors.

3/27/23
Date

Nicole Salow
Dr. Nicole Salow, Chairperson
Delaware County Board of Health

3/6/2023
Date

Jeff Madlon
Jeff Madlon, Chairperson
Delaware County Board of Supervisors