

**AN INTERGOVERNMENTAL AGREEMENT BY MARSHALL COUNTY, IOWA, AND
TAMA COUNTY, IOWA, FOR THE SHARING OF ZONING AND WEED
COMMISSIONER OPERATIONS AND COSTS**

Section 1. Purpose

1. The Iowa Code mandates the board of supervisors of each county to appoint an administrative officer responsible for “enforc[ing] the resolutions or ordinances adopted by the board of supervisors[,]” the provisions of Iowa Code Chapter 335, and other duties as required by law. Iowa Code Section 335.9.
2. The Iowa Code provides that the board of supervisors of each county may appoint a “county weed commissioner” responsible for performing duties pursuant to Iowa Code Chapter 317 and other duties as required by law.
3. Marshall County and Tama County wish to share one Zoning and Weed Commissioner (hereafter “Commissioner”) between both counties.

Section 2. Terms and Conditions

1. The parties to this Agreement are the Marshall County Board of Supervisors and the Tama County Board of Supervisors (hereafter “the parties”).
2. The parties agree that no separate legal entity is created pursuant to this Agreement.
3. The parties shall each provide office space, necessary supplies and equipment, and information technology service and support for the Commissioner to perform the Commissioner’s duties and responsibilities on behalf of their own respective counties. Property will not be owned jointly by the parties.
4. The Commissioner shall provide activity reports to each of the parties on a biannually basis. The first report shall be due on June 30th of each year. The second report shall be due on December 31st of each year.

Section 3. Compensation

1. The Commissioner position shall be a full-time salary position and shall provide service to Marshall County and Tama County.
2. The Commissioner shall be employed by Marshall County, and the salary shall be set each fiscal year by the Marshall County Board of Supervisors. The Commissioner shall receive benefits through the Commissioner’s employment with Marshall County. The Commissioner shall be governed by the personnel policies of Marshall County.

3. The parties agree that the costs of and expenses associated with the Commissioner's training and education shall be divided by the parties on a 60/40 basis. Marshall County shall provide 60 percent. Tama County shall provide 40 percent.
4. The parties agree that the Commissioner shall be provided with either a vehicle for performing the Commissioner's duties or shall be reimbursed for mileage at the IRS mileage rate.
5. The parties agree that the cost of the Commissioner's salary, benefits, mileage reimbursement, and any other compensation shall be divided by the parties on a 60/40 basis. Marshall County shall provide 60 percent. Tama County shall provide 40 percent.
6. Marshall County shall provide Tama County with a financial statement on a quarterly basis. Upon receipt of the financial statement, Tama County shall reimburse Marshall County pursuant to this Agreement within 30 days.

Section 4. Liability

1. Each party participating in this Agreement shall be solely responsible for the acts of its own officers. Each party shall indemnify and hold harmless the other party from any and all claims and causes of action (including attorneys' fees, costs, and expenses of defending against such claims) arising or alleged to arise from their own acts or omissions or the acts or omissions of their own agents, employees, licensees, invitees, or contractors.

Section 5. Effective Date, Amendments, and Termination of Agreement

1. This Agreement shall be effective upon its approval by both the Marshall County Board of Supervisors and the Tama County Board of Supervisors. Pursuant to Iowa Code Section 28E.8(1)(a), this Agreement shall be filed with the Secretary of State "[b]efore entry into force."
2. This Agreement may be terminated by either party upon ninety (90) days written notice by certified U.S. Mail. Written notice as to Marshall County must be sent to Marshall County Board of Supervisors, Marshall County Courthouse, First Floor, One East Main Street, Marshalltown, IA 50158. Written notice as to Tama County must be sent to Tama County Board of Supervisors, PO Box 61, Toledo, IA 52342.
3. This Agreement shall remain in full force and effect unless terminated by either party as specified in Section 5(2) of this Agreement.

4. This Agreement represents the entire agreement of the parties. Any amendments to this Agreement must be in writing, approved by the Marshall County Board of Supervisors and the Tama County Board of Supervisors, and any amendments must comply with the provisions of Iowa Code Chapter 28E.
5. This Agreement shall terminate and/or supersede any prior agreements between the parties in conflict with this Agreement.