



*Matt Schultz*  
**Secretary of State**  
*State of Iowa*

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M507153

6/24/2014 10:41:08 AM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

|         | Full Legal Name                               | Organization Type | *County |
|---------|---|-------------------|---------|
| Party 1 | Benton County, Iowa                           | County            | Benton  |
| Party 2 | Benton County Solid Waste Disposal Commission | Other             | Benton  |
| Party 3 |   |                   |         |
| Party 4 |   |                   |         |
| Party 5 |   |                   |         |

*\*Enter "Other" if not in Iowa*

**Item 2.** The type of Public Service included in this agreement is: 360 Sanitation  
*(Enter only one Service Code and Description)* Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 Memorandum of Understanding to accomplish the transition of solid waste disposal services from Benton County to the Commission.

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires 6/30/2015  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*

**NO**

**YES** Filing # of the agreement: \_\_\_\_\_

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name \_\_\_\_\_ FIRST Name \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This agreement is entered into as of July 1, 2014, by and between Benton County, Iowa (hereinafter "Benton County") and the Benton County Solid Waste Disposal Commission (hereinafter "Commission").

This Memorandum of Understanding shall serve to accomplish the transition of solid waste disposal services from Benton County to the Commission.

**Section 1. Purpose.** The parties pledge to cooperate with each other in order to accomplish a smooth and cost effective transition of solid waste disposal services, including the operation of the Benton County Landfill, from Benton County, Iowa to the Commission.

**Section 2. Legal Status.** This Memorandum of Understanding is a voluntary joint undertaking of public entities in Benton County, Iowa using a common "Waste Management Facility" pursuant to the provisions of Chapter 28E of the Iowa Code.

**Section 3. Duration.** This agreement shall commence on July 1, 2014 and shall continue through June 30, 2015. This agreement may be extended and otherwise modified by the mutual agreement of the parties in writing.

**Section 4. Landfill Debt.** Benton County is currently repaying a loan for the Landfill to the Security Savings Bank of Urbana, Iowa. Benton County will withhold \$25,000.00 from the funds that it will transfer to the Commission on July 1, 2014. The remaining principal and interest payments will be withheld from the September 2014 and March 2015 per capita payments from Benton County.

**Section 5. Landfill Employees and Employee Cost Reimbursement.** Benton County agrees to continue to act as Employer for the individuals who work at the Benton County Landfill. The Commission will reimburse Benton County for the cost the Landfill employees' wages, tax withholdings, health insurance, retirement benefits, worker's compensation insurance and all other employee related expense. Examples of other employee related expenses would include such things as additional education and training for Landfill employees, or attorney fees incurred as a result of the employee's collective bargaining agreement. Benton County shall bill the Commission on a quarterly basis for the expenses covered under this section and the Commission shall reimburse Benton County within thirty (30) days of being billed.

**Section 6. Reimbursement of other Costs.** The Commission agrees to reimburse Benton County for any direct costs Benton County expends on operating the Benton County Landfill, including but not limited to office supplies, postage, publication fees and day-to-day operating items. Benton County agrees that the Commission may use Secondary Roads Maintenance Department to provide routine maintenance and repairs on their equipment, maintenance on their road and

hauling of rock and materials if appropriate. The Commission shall reimburse Benton County for any services that are invoiced by Secondary Roads on a monthly basis.

**Section 7. County Engineer Services.** Benton County agrees to continue to provide the County Engineer's services as they relate to the Landfill to the same extent as they were provided in the past. Further, the County Engineer and his staff will continue to provide necessary secretarial, billing and other services for the Landfill to the Commission. The County Engineer's department agrees to track costs for supplies and shall bill the Commission on a quarterly basis for the expenses covered under Section 6 and 7 and the Commission shall reimburse Benton County within thirty (30) days of being billed.

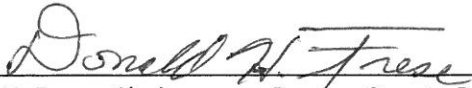
**Section 8. Benton County Auditor and Treasurer Services.** The Benton County Auditor and Treasurer have agreed to serve as fiscal agents for the Commission. The Auditor and Treasurer may require the Commission to enter into respective Fiscal Agent Agreements with them should they deem it appropriate to do so. The Auditor will audit bills or other claims against the Commission and issue warrants to pay the same, will maintain accounting records, will conduct bookkeeping, will file all appropriate tax documents and transfer Commission funds in her discretion. The Treasurer will continue to be responsible for the receipt, management, disbursement, financial reporting, bonds and investment of all monies paid to the Commission for solid waste disposal. The Treasurer shall continue to manage the closure/post closure funds until such time as those funds are turned over to the Commission for management.

**Section 9. Transfer of Ownership.** Benton County agrees to transfer to the Commission the Benton County Landfill real estate and adjacent County owned real estate by quit claim deed effective July 1, 2014. This transfer will be subject to a reversionary interest that shall remain with Benton County which shall state that if the Commission dissolves, the aforementioned real estate shall revert to Benton County. Benton County also transfers ownership of all Landfill equipment and machinery, including vehicles assigned to Landfill use, to the Commission. The current farm lease with Tim Sage shall be assigned to the Commission with all rents due and payable after July 1, 2014, paid to the Commission.

**Section 10. Insurance.** The Commission agrees to put in place insurance for all landfill equipment and machinery, automobile liability insurance, liability insurance, and insurance for errors and omissions by July 1, 2014 and agrees to maintain this insurance during the life of this agreement.

**Section 11. Bank Accounts and Contracts.** The Commission shall promptly obtain the necessary bank accounts for the Landfill in their name by July 1, 2014 so that Benton County can close its accounts and transfer funds to the Commission. Further, the Commission agrees to promptly cause the transfer of all other contracts and agreements currently in the name of Benton County with various vendors to the Commission.

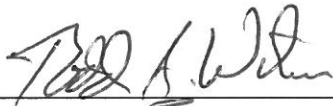
Adopted this 6-24-14 day of June, 2014.



Donald H. Frese, Chairperson, Benton County Board of Supervisors



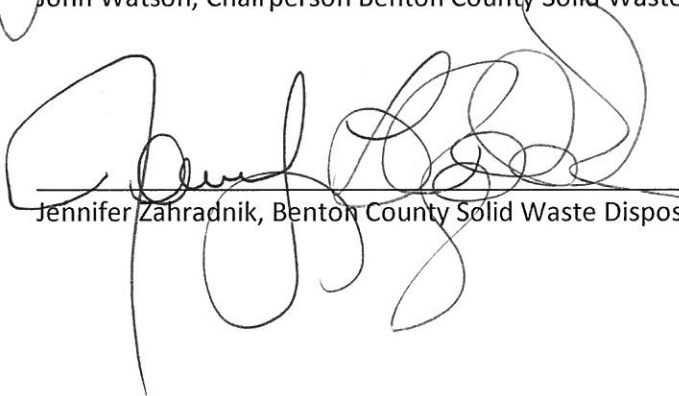
Terry L. Hertle, Benton County Supervisor



Todd Wiley, Benton County Supervisor



John Watson, Chairperson Benton County Solid Waste Disposal Commission



Jennifer Zahradnik, Benton County Solid Waste Disposal Commission