FILED NO. 2131
BOOK 33 PAGE 119

1980 JUN 27 PM 3:50

MARY E. WELTY fee
RECORDER
MADISON COUNTY, IOWA 6.00

PANNEL STATE PARK

WORK AGREEMENT (28-E)

This Agreement made and entered into this 16 day of June, 1980, effective from the stated date and continued until the 30th day of September, 1980, by and between Iowa Conservation Commission, hereinafter referred to as the Service Recipient, and Summer Youth Employment Program (SYEP) hereinafter referred to as the Program Agent.

WITNESSETH:

WHEREAS, the purpose of Chapter 28E, Code of Iowa is to permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage, and:

WHEAREAS, the Program Agent has contracted with the Iowa Office for Planning and Programming to sponsor the Summer Youth Employment Program as set forth in the Youth Employment and Demonstration Projects Act of 1977, or other state grant programs, and,

WHEREAS, the purpose of the Youth Employment and Demonstration Projects Act of 1977 is to provide employment and other benefits to youth who would not otherwise be currently or productively employed through a period of service during which they engage in useful conservation work and assist in completing other projects of a public nature on Federal and non-Federal public lands and waters, and,

WHEREAS, this agreement is set out to provide meaningful and productive work for the mutual benefit of the Summer Youth Employment Program enrollee and the public, therefore,

BE IT UNDERSTOOD AND AGREED by the aforementioned parties as follows:

Section I

It is understood that this agreement is between the Program Agent and the Service Recipient and relates only to the services provided by the enrollees of the Summer Youth Employment Program and will become null and void upon written notification by the either party.

Section II

It is understood that this agreement does not constitute a separate legal or administrative entity under Chapter 28E of the Iowa Code.

Section III

Transportation and associated expenses to a central point will be provided within the contract between the Program Agent and the Iowa Office for Planning and Programming as it relates directly to the Summer Youth Employment Program. Transportation from a central point to the daily assignments will be provided by the Program Agent.

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Section IV

Employee supervision, wages, benefits, worker's compensation insurance, safety equipment, and worksite and safety supervision will be provided by the **Summer Youth Employment Program**, program agent. All small hand tools, unless otherwise available, all project materials, heavy and specialty equipment will be provided by the **Service Recipient**.

Section V

Working hours and policies, lunch periods and daily breaks shall conform to the existing standards practiced by the **Program Agent**.

Section VI

It is understood and agreed that the **Program Agent** shall indemnify and hold harmless the **Service Recipient** and all its agencies from any suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from operations of **the Program Agent** or any person working under him, arising from performance of this agreement.

Section VII

It is understood that completion of any planned activities is contingent upon the continued availability of funds during the duration of this agreement, and **Program Agent** being designated as delivery agent for the **STEP** program.

Section VIII

Nothing in this agreement shall prevent the **Service REcipient** from contracting with other governmental agencies or private organizations for the purpose of carrying out associated work projects.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto as of the first day written above, to this and two other documents of like nature.

_____ approved by an official action recorded _____, 19_____, attested to by:

Ramona Cunningham ~~Madison Co Youth Counselor~~ Madison Co. Youth Counselor
Name/Title

_____ approved by an official action recorded _____, 19_____, attested to by:

Joe W. Brill-Supt. State Parks
Name/Title

This 28E agreement recorded in Book _____ Page _____ on the _____ day of _____, 19_____, and forwarded to the Secretary of the State of Iowa.

_____
County Recorder

Subscribed and sworn to by Joe W. Brill and Robert D. Fogelsong before me this 25th day of June 1980.

Frances L. Lacey
Notary Public in and for Polk County, Iowa

FRANCES L. LACEY ★ Iowa ★ NOTARIAL SEAL