



Michael A. Mauro  
Secretary of State  
State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M500680

5/28/2008 1:54:12 PM

**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	Iowa Northland Regional Council of Governments	Other	Other
Party 2	Black Hawk County	County	Black Hawk
Party 3	Bremer County	County	Bremer
Party 4	Buchanan County	County	Buchanan
Party 5	Butler County	County	Butler

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

**Item 2.** The type of Public Service included in this agreement is: 550 Economic Development  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 Iowa Northland Regional Economic Development Commission Amended and Restated 28E Agreement between the Iowa Northland Regional Council of Governments and the Counties of Black Hawk, Bremer, Buchanan, Butler, Chickasaw, and Grundy.

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

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*  
 NO  
 YES Filing # of the agreement: M500646  
(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 Juon FIRST Name Sharon  
 Title Executive Director Department Executive Director  
 Email sjuon@inrcog.org Phone (319) 235-0311



**IOWA NORTHLAND REGIONAL ECONOMIC DEVELOPMENT COMMISSION  
AMENDED AND RESTATED 28E AGREEMENT**

WHEREAS, Iowa Northland Regional Economic Development Commission was founded pursuant to authority granted by Iowa Code Chapter 28H and Iowa Code Section 28E.12.

WHEREAS, Iowa Northland Regional Council of Governments ("INRCOG") and the counties subscribing hereto (the "Counties", and together with INRCOG, the "Public Entities") entered into an Agreement dated August 29, 1989 establishing INREDC in order to encourage and promote the establishment, development, and retention of industrial, manufacturing, commercial, and retail interests in the County areas (the "Previous Agreement").

WHEREAS, The Public Entities wish to amend and restate the Previous Agreement in its entirety pursuant to the authority conferred upon them by Chapter 28H and Section 28E.12 of the Iowa Code.

**I. AUTHORITY**

The Public Entities are organized and existing under and by virtue of the laws of the State of Iowa and are entering into this Agreement by virtue of the powers granted to them by Chapter 28H and Section 28E.12 of the Iowa Code.

**II. ADMINISTRATION OF THE AGREEMENT**

In order to effectuate the purposes, and administer this Agreement, a separate entity is hereby created to be known as the Iowa Northland Regional Economic Development Commission (the "Commission").

**III. PURPOSES & OBJECTIVES**

- A. To enable the Public Entities to make more efficient use of their powers, particularly to encourage and promote the establishment, development, and retention of industrial, manufacturing, commercial, and retail interests in the Black Hawk, Bremer, Buchanan, Butler, Chickasaw, and Grundy County areas and to promote the Counties as desirable places to live, to learn, and to conduct business, and to assist in diversifying the industrial base by creating and retaining jobs.
- B. To cooperate with the Iowa Department of Economic Development (IDED), Iowa Workforce Development, and any other group or agency that can assist in promoting economic development.
- C. To engage such employees and consultants and provide such offices, equipment, machinery, buildings and grounds as are necessary to perform the functions of the Commission.

- D. To receive and expend State, Federal and private grants and other moneys that may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth in furtherance of the purposes hereof.

#### **IV. MEMBERSHIP AND ORGANIZATION**

- A. **Membership.** The membership of the Board of Directors of the Commission shall consist of the following:
1. Two (2) Directors appointed by the Black Hawk County Board of Supervisors.
  2. Two (2) Directors appointed by the Bremer County Board of Supervisors.
  3. Two (2) Directors appointed by the Buchanan County Board of Supervisors.
  4. Two (2) Directors appointed by the Butler County Board of Supervisors.
  5. Two (2) Directors appointed by the Chickasaw County Board of Supervisors.
  6. Two (2) Directors appointed by the Grundy County Board of Supervisors.
  7. A Director appointed by the Black Hawk County Economic Development Committee, Inc.
  8. Two (2) Directors appointed by INRCOG.
- B. **Organization.** The number of Directors of the Commission shall not be less than fifteen (15), comprised of a majority from the elected officials of the Counties, as more fully detailed in the Commission's bylaws and shall be represented by such persons as prescribed by the Department of Commerce.

#### **V. RESPONSIBILITIES**

In addition to meeting the requirements described in Article III, the Commission shall be responsible for providing the following services:

- A. To keep each Public Entity adequately informed of its actions, progress and plans.
- B. To maintain a cooperative relationship with each participating Public Entity.
- C. To adopt and amend bylaws if deemed necessary for more effective operation of the Commission.
- D. To make recommendations to all participating groups and governmental units, which the Commission believes to be in the best interests of its members. This shall include items that promote the general welfare of the business, industry and community interests of the inhabitants of the counties subscribing to this Agreement.

#### **VI. RIGHTS & POWERS**

The Public Entities hereby delegate to the Commission, and the Commission shall have the power to do all things necessary to carry out its stated purposes, including without limitation, the following powers:

- A. To acquire, hold, use and dispose of any monies received by the Commission from any source.
- B. To acquire, hold, use and dispose of other personal property for the purposes of the Commission.
- C. To accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the Commission and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.
- D. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission or to carry out any powers expressly given by this Agreement.
- E. To make, or cause to be made, studies, reports, and surveys necessary or useful and convenient to carrying out the functions of the Commission.
- F. To contract with and compensate consultants for professional services, including, but not limited to, architects, engineers, planners, attorneys, accountants, rate specialists, and all others which are necessary or useful and convenient to the stated purposes of the Commission.
- G. To exercise such other powers as are available under then existing laws as are necessary or useful and convenient to carrying out the functions of the Commission within the jurisdiction of such Public Entities.
- H. To provide for a system of budgeting, accounting, and reporting of all Commission funds and transactions and for a depository for such funds.
- I. To consult with representatives of Federal, state and local agencies, departments and their officers and employees and to contract with such agencies and departments.
- J. To perform any other acts authorized by the Iowa Code, including but not limited to those in Iowa Code Section 28E.12 and Iowa Code Chapter 28H, and by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or persons.

**VII. TERMINATION AND DISSOLUTION**

- A. Procedure. This Agreement may be terminated and the Commission dissolved at any time by a unanimous vote of the Commission recommending such action to the Public Entities and by adoption of such recommendation by resolution of all of the Governmental Units and Agency. This Agreement shall terminate and the Commission shall dissolve automatically at any time when less than five (5) Public Entities are parties to this Agreement.
- B. Distribution of Operational Assets. Upon dissolution of the Commission, all documents, office supplies, and office equipment shall become the property of INRCOG. All other assets shall be converted to cash and distributed to the active member organizations, at that time, pro-rated in the same percentage that each respective party contributed to the operating budget during the previous five (5) years.
- C. Distribution of Capital Assets. Upon dissolution of the Commission, all capital Contributions (e.g. contributions to a revolving loan fund, etc.) shall be returned, or the loan shall be transferred for repayment, to the governmental organization(s) whose original donation of capital generated the funds with which the capital asset was acquired and/or loan made. Any capital assets received from sources outside the Public Entities involved, shall revert to INRCOG as Trustee, to be returned to their original donor, or used by that organization consistent with the original donated purpose.

## **VIII. AMENDMENTS**

The terms of this Agreement may from time to time be changed or amended by a majority vote of the Board of Directors present in person or by proxy at any regular or special meeting and confirmed by resolution by a majority of the Public Entities. If no action is taken for or against said amendment by the Public Entities within 30 days of receipt of notice of the amendment, it shall be deemed that favorable consideration or approval has been given by said governing body of such an amendment.

## **IX. MISCELLANEOUS**

- A. Multiple Copies. This Agreement may be executed by one (1) or more of the parties hereto separately in any number of counterparts, each of which when so executed and delivered shall be part of the original, and such counterparts together shall constitute one (1) and the same instrument.
- B. Interchangeability and Headings. Whenever the context requires or permits, the gender and number of words used in this Agreement shall be interchangeable. The article headlines in this Agreement are for convenience only and shall not affect the meaning of the language of this Agreement.
- C. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court

of competent jurisdiction. This Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

- D. Authorization of Signee. Each of the signatories to this Agreement declares that he or she is authorized to sign the Agreement on behalf of his or her respective Public Entity, and to perform any acts necessary to cause the Public Entity to be obligated in accordance with this Agreement. Each signatory further declares that this Agreement is signed pursuant to a previously adopted resolution of the signatory's governing body, which was properly executed prior to the date the signatory signed this Agreement.
  
- E. Notice. Notices, as provided herein, shall be sufficient if in writing, and forwarded to the recipient intended at their last known address on file with the Commission. It shall be the duty of all members of the Commission involved herein to maintain current addresses on file with the Commission for the purpose of implementing the provisions of this Article.
  
- F. Governing Law. This Agreement shall be construed and interpreted pursuant to the laws of the State of Iowa.
  
- G. Entire Agreement. The foregoing Agreement consisting of five (5) pages, constitutes the full and final Agreement of the Public Entities who are signatory hereto, superseding all prior or contemporaneous written and/or oral Agreements.

IN WITNESS WHEREOF, the Iowa Regional Council of Governments has caused this Agreement to be executed and signed by its respective officers this day and year:

**IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS**

Stan Van Housen

Chairman

ATTEST:

Travis J...

Executive Director

Date: 3-27-08

IN WITNESS WHEREOF, the county of Black Hawk has caused this Agreement to be executed and signed by its respective officers this day and year:

**COUNTY OF BLACK HAWK, IOWA**

John Miller  
Chairman, Board of Supervisors     John Miller

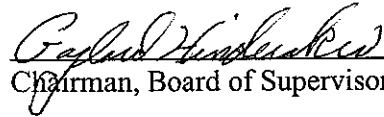
ATTEST:

Grant Veeder  
County Auditor     Grant Veeder


Date: 4-22-08

IN WITNESS WHEREOF, the County of Bremer has caused this Agreement to be executed and signed by its respective officers this day and year:

**COUNTY OF BREMER, IOWA**

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

Date: 4-9-08

IN WITNESS WHEREOF, the County of Buchanan has caused this Agreement to be executed and signed by its respective officers this day and year:

**COUNTY OF BUCHANAN, IOWA**

Ellen Gaffney  
Chairman, Board of Supervisors

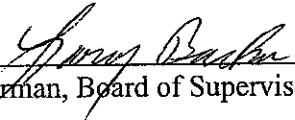
ATTEST:

Cindy Witt  
County Auditor

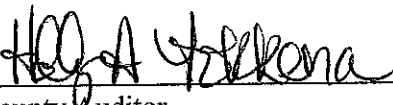
Date: April 14, 2008

IN WITNESS WHEREOF, the County of Butler has caused this Agreement to be executed and signed by its respective officers this day and year:

**COUNTY OF BUTLER, IOWA**

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

Date: April 9, 2008

IN WITNESS WHEREOF, the County of Chickasaw has caused this Agreement to be executed and signed by its respective officers this day and year:

COUNTY OF CHICKASAW, IOWA

*Vigil M. Pichay*  
VICE- Chairman, Board of Supervisors

ATTEST:

*Judy A. Balcock*  
County Auditor

Date: 4-15-2008

IN WITNESS WHEREOF, the County of Grundy has caused this Agreement to be executed and signed by its respective officers this day and year:

**COUNTY OF GRUNDY, IOWA**

James Ross  
Chairman, Board of Supervisors

ATTEST:

Mary L. Schmitt  
County Auditor

Date: 4-14-08