



Michael A. Mauro  
Secretary of State  
State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M500681

5/28/2008 2:01:47 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: 540 Housing  
(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 Council 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: M500645  
(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 HOUSING COUNCIL  
AMENDED AND RESTATED 28E AGREEMENT**

WHEREAS, Iowa Northland Regional Housing Council 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 other counties subscribing hereto ("the Counties", and together with INRCOG, the "Public Entities") entered into an Agreement dated March 6, 1998 establishing the Housing Council for the purpose of promoting housing development (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 Housing Council (the "Housing Council")

**III. PURPOSES & OBJECTIVES**

The purposes for establishing the Housing Council are as follows:

- A. To enable the Public Entities to make more efficient use of their powers as public agencies, particularly in the area of housing, and to cooperate in other ways to their mutual advantage.
- B. To cooperate with the Iowa Department of Economic Development (IDED), the Iowa Finance Authority (IFA), USDA Rural Development (RD), Fannie Mae, the Federal Home Loan Bank and any other group or agency that can assist in promoting housing.
- C. To engage employees and consultants and provide such offices, equipment, and machinery as are necessary to perform the functions of the Housing Council.

- D. To receive and spend State, Federal and private grants and other monies which may be made available, to the extent permissible under the 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 Housing Council shall consist of the following:
1. Three (3) representatives appointed by the Black Hawk County Board of Supervisors.
  2. Three (3) representatives appointed by the Bremer County Board of Supervisors.
  3. Three (3) representatives appointed by the Buchanan County Board of Supervisors.
  4. Three (3) representatives appointed by the Butler County Board of Supervisors.
  5. Three (3) representatives appointed by the Chickasaw County Board of Supervisors.
  6. Three (3) representatives appointed by the Grundy County Board of Supervisors.
  7. Three (3) representatives appointed by INRCOG.
- B. Organization. The organizational structure of the Housing Council shall consist of Committees, as more fully detailed in the Housing Council's bylaws.

#### V. RESPONSIBILITIES

In addition to meeting the requirements described in Article III, the Housing Council will 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 by-laws if deemed necessary for the more effective operation of the Housing Council.
- D. To make recommendations, to all participating groups and governmental units, that the Housing Council believes to be in the best interest of Black Hawk, Bremer, Buchanan, Butler, Chickasaw, and Grundy Counties.

#### VI. RIGHTS & POWERS

The Public Entities severally delegate to the Housing Council, and the Council shall have and may exercise the following powers, subject to the restrictions stated in this article.

- A. To acquire, hold, use and dispose of any monies received by the Housing Council from any source.

- B. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts necessary, convenient or desirable for the purposes of the Housing Council or to carry out any powers expressly given by this Agreement.
- C. To make, or cause to be made, studies and surveys necessary to carry out the functions of the Housing Council.
- D. To provide for a system of budgeting, accounting, auditing, and reporting of all Council funds and transactions, and to establish a depository for any funds coming into the possession of the Housing Council:
- E. To consult with representatives of Federal, State, and Local agencies, and departments, their officers and employees, and to contract with such agencies and departments whenever feasible.
- F. 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 Housing Council dissolved at any time by a unanimous vote of the Housing Council recommending such action to the Public Entities and by adoption of such recommendation by resolution of all of the Public Entities. This Agreement shall terminate and the Housing Council 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 Housing Council, all documents, office supplies and office equipment shall become the property of the 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 Housing Council, 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 members of the Housing Council present in person or by proxy at any regular or special meeting and confirmed by resolution by a majority of all 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 Housing Council. It shall be the duty of all members of the Council involved herein to maintain current addresses on file with the Council 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.

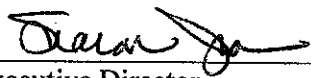
H. Entire Agreement. The foregoing Agreement consisting of four (4) pages, constitutes the full and final Agreement of the Public Entities who are signatory hereto, superseding all prior or contemporaneous written and/or oral Agreements.

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**

  
Chairman

ATTEST:

  
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 M. Miller  
Chairman, Board of Supervisors *John Miller*

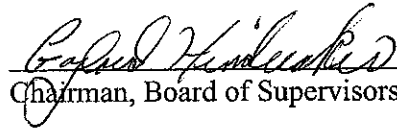
ATTEST:

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**

Allen Jeffrey  
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**

*Virgil M. Pichler Jr.*  
VICE Chairman, Board of Supervisors

ATTEST:

*Judy A. Balcocks*  
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. Schmidt  
County Auditor

Date: 4-14-08