

INTERGOVERNMENTAL AGREEMENT
(CHAPTER 28E)

This Intergovernmental Agreement is made by and among the County of Osceola, Iowa, and the cities of Ashton, Harris, Melvin, Ocheyedan, and Sibley, Iowa.

RECORDED
1988 JUL 14 10 40 AM
STATE OF IOWA

ARTICLE I. NAME

Section 1. Name. The Governmental Units who are parties to this agreement hereby form and create the Osceola County Economic Development Commission (the "Commission").

ARTICLE II. LEGAL STATUS

Section 1. Legal Status. The Commission is created pursuant to Chapter 28E of the Code of Iowa.

Section 2. Separate Entity. The commission shall be a separate entity for all legal purposes.

ARTICLE III. COMMENCEMENT OF OPERATIONS

Section 1. Commencement of Operations. Operations under this Agreement shall commence on or before July 1, 1988, when

- (a) All of the governmental units adopt resolutions approving and executing this Agreement, and
- (b) The Agreement is filed by the Commission with the Secretary of State of Iowa and recorded with the Recorder of Osceola County, Iowa. Thereafter, the Commission shall notify the Secretary of State of Iowa of the name of any Governmental Unit withdrawing from or joining in this Agreement.

ARTICLE IV. DURATION

Section 1. Duration. The duration of this Agreement and the Commission created hereby shall run for a period ending July 1, 1991 and shall be automatically renewed for one year periods unless written notice of intent to withdraw is given to the Commission by April 1, 1991.

ARTICLE V. PURPOSES

Section 1. Purposes. The purposes of this Agreement and the Commission created hereby are the following:

- (a) To enable the Governmental Units to make more efficient use of their powers, particularly to encourage and promote the establishment, development and retention of industrial, manufacturing, commercial and retail interest in the Osceola County area and to promote the

County as a desirable place 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), the Northwest Iowa Regional Development Council, Iowa Department of Job Service 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 adequately perform the functions of the Commission.
- (d) To receive and expend State, Federal and private grants and other monies which 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.

ARTICLE VI. POWERS AND DUTIES

Section 1. Powers. The Governmental Units 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 do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Joint agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or persons.
- (e) To enter into any and all contracts, execute any and all instruments, and to 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 Joint Agreement.

- (f) To make, or cause to be made, studies, reports, and surveys necessary or useful and convenient to carry out the functions of the Commission.
- (g) 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.
- (h) 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 Governmental Units.
- (i) To provide for a system of budgeting, accounting and reporting of all Commission funds and transactions and for a depository for such funds.
- (j) To consult with representatives of federal, state and local agencies, departments and their officers and employees and to contract with such agencies and departments.
- (k) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.

Notwithstanding the foregoing, the Commission does not have the power to directly tax the individuals residing in the governmental units.

Section 2. Duties. The Commission shall have the following duties in addition to any other duties specifically imposed by this Joint Agreement:

- (a) To keep each Governmental Unit adequately informed of its actions, progress and plans;
- (b) To maintain a cooperative relationship with each participating Governmental Unit; and
- (c) To annually prepare a budget for the operation of the Commission. The budget proposal shall be prepared by December 31 and shall become effective the following July 1. Budgets will be on a July 1-June 30 fiscal year basis.
- (d) To adopt by-laws if deemed necessary for more effective operation of the Commission.

- (e) To set forth the duties and responsibilities of any employee in writing. Such job descriptions may be modified as deemed necessary.
- (f) To make recommendations to all participating groups and governmental units that the Commission believes to be in the best interest of Osceola County. This shall include items which promote the general welfare of the business, industry and community interests of the inhabitants of Osceola County.

Section 3. Exercise of Powers and Duties. The powers and duties of the Commission shall be exercised by action of its Governing Commission on which shall be conferred all of the powers and duties granted by this Agreement.

ARTICLE VII. FINANCING

Section 1. Assessment. Each Governmental Unit shall be assessed annually and agrees to pay a share of the expenses of the operation of the commission, as established by the assessment.

It is agreed that the total amount assessed to the governmental units collectively, shall not exceed the following figures:

1988-89: \$65,000
 1989-90: \$70,000
 1990-91: \$75,000

Current population figures shall be the primary factor in determining assessments to each governmental unit. Notice of assessments shall be given to governmental units by January to insure that such costs can be incorporated into their respective fiscal year budgets. During the first three fiscal years of the Commission an assessment cannot exceed a pro rata share of the maximum assessments shown above, based on the most current census figures available. During subsequent years, if this agreement is renewed, an assessment cannot exceed a pro rata share of the Commission's budget, based on the most current census figures available. It is also agreed that the assessment to the City of Harris during the first three years of this agreement, cannot exceed the sum of \$500 per year without that City's written consent.

It is agreed that the 1988-89 initial assessment shall be as follows:

Osceola County: \$29,315
 Ashton: \$3,426

Harris: \$500

Melvin: \$2152

Ocheyedan: \$4654

Sibley: \$23,693

Each Governmental Unit shall annually budget or otherwise obtain funds for payment of its share of expenses and pay its share to the Commission annually as follows: no less than ten percent of the share to be paid on July 1 of each fiscal year; no less than an additional forty percent of the share to be paid by November 1 of each fiscal year; and the remaining fifty percent of the share to be paid no later than April 1 of each fiscal year.

ARTICLE VIII. COMPOSITION

Section 1. Composition. The Governing Commission shall consist of the following.

- A. A representative appointed by the Osceola County Board of Supervisors.
- B. A representative appointed by the Ashton City Council.
- C. A representative appointed by the Harris City Council.
- D. A representative appointed by the Melvin City Council.
- E. A representative appointed by the Ocheyedan City Council.
- F. A representative appointed by the Sibley City Council.

Section 2. Voting Power. Each member of the Governing Commission shall have one vote.

Section 3. Tenure of a Commissioner. A Commissioner shall serve at the pleasure of the Governmental Unit which appointed him/her. A Governmental Unit or Private Agency may remove an incumbent Commissioner and appoint a new representative to the Governing Commission by filing with the Chairman of the Commission a letter to that effect.

Section 4. Suspension of Voting Rights. During a period of delinquency by a Governmental Unit in the payment to the Commission of its share of the Commission expenses, such Governmental Unit's representative shall not be entitled to vote on matters coming before the Governing Commission unless such delinquency shall be waived for voting purposes by all the remaining members of the Governing Commission.

Section 5. Withdrawal. Except as provided in Article XI of this Agreement, a Governmental Unit or Private Agency may withdraw from this Agreement in the following manner:

- (a) The governing body of the Governmental Unit shall adopt a resolution to withdraw from the Agreement. The resolution shall specify an effective date for the withdrawal.
- (b) A certified copy of such resolution shall be filed with the Chairman of the Governing Commission no later than ninety days prior to the effective date of withdrawal.
- (c) Such withdrawal shall be effective upon the date specified in the resolution.
- (d) Membership termination shall not relieve the withdrawing Governmental Unit of the obligation to pay its full share of the expenses of the Commission for the year in which such withdrawal is effective.

However, notwithstanding the foregoing Section 5, no governmental unit shall be allowed to withdraw, effective prior to July 1, 1991.

ARTICLE IX. OFFICERS, MEETINGS, AND EMPLOYEES

Section 1. Chairman and Vice-Chairman. The Governing Commission shall elect from its membership a chairman and vice-chairman who shall serve for a term of one year or until their successors are elected. Said offices shall have all the duties normally associated with those offices in addition to those specifically provided for in this Agreement.

Section 2. Secretary. The Commission shall appoint a Secretary who need not be a member of the Commission. Said officer shall have all the duties normally associated with that office, including, without limitation, the duty to keep a record of the resolutions, transactions, findings and determinations of the Commission, and to prepare and submit to the Governing Commission such financial reports as it may request.

Section 3. Meetings. The Governing Commission shall meet not less than twelve (12) times a year, the dates and places of such meetings to be determined by the Governing Commission. Notice of meetings shall be given to all members by the Secretary not less than seven (7) days in advance. A majority vote of the governing Commission shall be required for approval of all action of the Commission, except as otherwise provided in this Agreement, and, for this purpose, a majority shall be of those votes held by a quorum of the Governing Commission present at a meeting thereof. A quorum of the Commission shall consist of two thirds of the individual members of the Governing Commission.

ARTICLE X. TERMINATION AND DISSOLUTION

Section 1. Procedure. This Agreement may be terminated and the Commission dissolved at any time by unanimous vote of the Governing Commission recommending such action to the governmental Units and by adoption of such recommendation by resolution of all of the Governmental Units. This Agreement shall terminate and the Commission shall dissolve automatically at any time when less than two (2) Governmental Bodies are parties to this Agreement.

Section 2. Distribution of Assets. Upon dissolution of the Commission, all real and personal property shall become property of such parties to this Agreement as may be determined by the Commission prior to the dissolution.

ARTICLE XI. AMENDMENTS

Section 1. Amendments. This Agreement, may be amended upon approval of all members of the Governing Commission, and approval of all the governing bodies of the Governmental units. A copy of any such amendment shall be sent by the Chairman to each Governmental Unit. A certified copy of the resolution of the governing body of each Governmental Unit approving or rejecting any such proposed amendment shall be filed with the Chairman with forty-five (45) days after receipt of proposed amendment by such governmental unit.

ARTICLE XII. MISCELLANEOUS.

Section 1. Severability. If any provisions of this Agreement, or the application thereof to a person or circumstances, are held invalid, such invalidity shall not affect any other provisions or applications of this Joint Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of the Agreement are declared to be severable.

Section 2. Signature in Counterparts. This Agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which when to executed and delivered shall be part of the original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County of Osceola, Iowa; and the cities Ashton, Harris, Melvin, Ocheyedan and Sibley, Iowa, have affixed their signatures hereto, following due authorization by the respective entities:

COUNTY OF OSCEOLA, IOWA

BY Fred B Year
Chairman, Board of Supervisors

Cecilia Davis
County Auditor

Date: July 5, 1988

STATE OF IOWA, OSCEOLA COUNTY, ss:

On this 5th day of July, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Fred B. Year and JACK A. DAVIS, to me personally know, who, being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor, respectively, of the County of Osceola, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Ordinance No. passed by Resolution of the Board of Supervisors under Roll Call No. of the Board of Supervisors on the 24th day of May, 1988; and Fred B. Year and JACK A. DAVIS acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

D. E. DeKOTER
MY COMMISSION EXPIRES
9-7-89

[Signature]
Notary Public



CITY OF ASHTON, IOWA

BY Donald E. Atkins
Mayor

Nancy A. Marnach
City-Clerk



Date: June 21, 1988

STATE OF IOWA, OSCEOLA COUNTY, ss:

On this 21 day of June, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald E. Atkins and Nancy A. Marnach, to me personally know, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ashton, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 6688 passed by Resolution of the City Council under Roll Call No. of ~~the City Council~~ on the 6th day of June, 1988; and Donald E. Atkins and Nancy A. Marnach acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.



Douglas T. Newman
Notary Public

DOUGLAS T. NEWMAN
Notary Public
My Commission Expires July 4, 1991

CITY OF HARRIS, IOWA

BY R. W. Robertson
Mayor

Dixie Boppert
City-Clerk

Date: June 30, 1988

STATE OF IOWA, OSCEOLA COUNTY, ss:

On this 30th day of June, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared R. W. Robertson and Dixie Boppert, to me personally know, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Harris, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as ~~contained in Ordinance No. _____~~ passed by Resolution of the City Council under Roll Call No. _____ of the City Council on the 14th day of June, 1988; and R. W. Robertson and Dixie Boppert acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.



Russel Glade
Notary Public Russel Glade



CITY OF MELVIN, IOWA

BY Tom McDougall
 Mayor
Barbara Nonneman
 City-Clerk
 MELVIN, IOWA
 Date: June 17, 1988

STATE OF IOWA, OSCEOLA COUNTY, ss:

On this 17 day of June, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom McDougall and Barbara Nonneman, to me personally know, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Melvin, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as ~~contained in Ordinance No. _____~~ passed by Resolution of the City Council under Roll Call No. _____ of the ~~City Council~~ on the 6th day of June, 1988; and Tom McDougall and Barbara Nonneman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Harold Juber
 Notary Public



CITY OF OCHEYEDAN, IOWA

BY: Gene Turner
Mayor

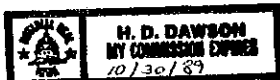
Delores Stahl
City-Clerk



Date: July 5, 1988

STATE OF IOWA, OSCEOLA COUNTY, ss:

On this 5th day of July, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gene Turner and Delores Stahl, to me personally know, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ocheyedan, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as ~~contained in Ordinance No. _____~~ passed by Resolution of the City Council under Roll Call No. _____ of ~~the City Council~~ on the 24th day of June, 1988; and Gene Turner and Delores Stahl acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.



H. D. Dawson
Notary Public

CITY OF SIBLEY, IOWA

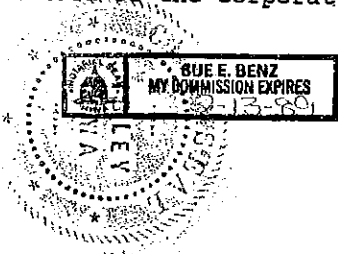
BY Harris J. Kruse
Mayor

Delores Fink
City-Clerk

Date: JUNE 30, 1988

STATE OF IOWA, OSCEOLA COUNTY, ss:

On this 30th day of June, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harris J. Kruse and Delores Fink, to me personally know, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Sibley, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 88-296 passed by Resolution of the City Council ~~under Roll Call No. _____ of the City Council~~ on the 7th day of March, 1988; and HARRIS J. Kruse and Delores Fink acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.



Sue E. Benz
Notary Public