Book 2006 Page 3127

Document 2006 3127 Type 06 018 Pages 9
Date 8/25/2006 Time 11:08:56AM
Rec Amt $.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

FILED
SECRETARY OF STATE
IOWA

AUG 21 3 00 PM '06

Document prepared by:
Kevin Howe
Brown Winnick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, IA 50309
Direct Dial: (515) 242-2479

Return Address:

NAME: Carolyn A. Wilson
Delaware County Treasurer

ADDRESS: 301 East Main St
~~PO Box 27~~
Manchester, IA 52057

TITLE OF DOCUMENT: ADOPTION OF INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE

Filed with the secretary of state and the county recorder as required under section 28E.8, Code of Iowa.

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, and as authorized and directed in the Resolution of the County Board of Supervisors, dated July 31, 2006 and attached hereto, and as authorized in Section V. of the Intergovernmental Agreement Creating the Iowa County Treasurers Egovernment Alliance, the undersigned County Treasurer hereby joins as a Member of the public body corporate and separate legal entity known as the Iowa County Treasurers Egovernment Alliance.

DELAWARE COUNTY TREASURER SEAL IOWA

Delaware COUNTY TREASURER

By: Carolyn A. Wilson
Signature of County Treasurer

Date: July 31, 2006

ACKNOWLEDGEMENT

State of Iowa)
County of Delaware)

This instrument was acknowledged before me on July 31, 2006
Date

by Carolyn A. Wilson, County Treasurer.
(Name)

Sharon McCrabb
Signature of Notary Public

Notary Public & County Auditor
Title

(Stamp or Seal)

NOTARIAL SEAL IOWA
SHARON McCRABB
Commission Number 002573
My Comm. Exp. 6-14-05

RESOLUTION:

BE IT RESOLVED, and it is hereby resolved, that the INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE, attached hereto and marked as Exhibit "A" is approved and adopted by Delaware County.

BE IT FURTHER RESOLVED, that the Delaware County Treasurer is authorized to participate as a Sponsor in the attached agreement in his/her capacity and consistent with his/her authority as County Treasurer of this County.

BE IT FURTHER RESOLVED, that the Delaware County Treasurer is authorized to take any additional actions and execute any documents that are, in his/her discretion, necessary to facilitate this Resolution.

Dated this 31st Day of July, 2006.

Bill Skinner County Board of Supervisors.
Bill Skinner, Chairperson

FILED
SECRETARY OF STATE
IOWA
AUG 21 3 00 PM '06

Exhibit Only
Do NOT File Stamp

INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, this agreement is made and entered into by, between and among the County Treasurers for the counties of Carroll, Dubuque and Washington in the state of Iowa (all parties being hereinafter collectively referred to as "Members")

SECTION I.
NAME AND OFFICE

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, the Members hereby form and create, as a public body corporate and a separate legal entity, the Iowa County Treasurers Egovernment Alliance (hereinafter called the "Alliance"). The principal office shall be located at 501 S.W. 7th Street, Suite Q, Des Moines, IA 50309 and the initial contact person shall be Peggy Weitl, Carroll County Treasurer, in her capacity as the current President of the Iowa State County Treasurers Association (the "ISCTA"). The contact person for the Alliance shall be the President of the ISCTA.

FILED
SECRETARY OF STATE
IOWA
JUL 5 8 50 AM '06

SECTION II.
DURATION

The Alliance shall have perpetual duration.

SECTION III.
PURPOSES

The purpose of this agreement is to promote efficient public service to the citizens and businesses of Iowa by providing them with the option of paying county fees and taxes via credit card or E-check electronic fund debit through an on-line web service. In order to maximize the efficiency of this system and minimize the cost, it is preferable for the Members to jointly contract with a single web-based portal developer and manager that will process web-based transactions and facilitate transfer of funds into a single bank account.

The primary purpose of the Alliance is therefore to provide a framework within which the Members can jointly and cooperatively own and manage a bank account (the "Account") that will serve as the repository of payments made, via a web based portal, for the purpose of collecting statutory fees and to distribute to each participating county treasurer on a regular basis its statutory fees and taxes held in the Account according to the terms of the contract for portal development and management services in effect at the time. In order to facilitate this transfer, the Alliance may establish one account per participating county treasurer and such other accounts as may be necessary for administration of the program. Other purposes will be served as well, including the following:

(A) To investigate and pursue all opportunities for enhancing services to the citizens and businesses of Iowa in their regular dealings with county treasurers.

(B) To investigate and pursue all opportunities for the reduction of costs of services provided to the citizens and businesses of Iowa in their regular dealings with county treasurers.

(C) To cooperate with and pursue the support of any interested and/or affected public agencies that would benefit from taking part in the Alliance's program.

(D) To share all expenses incurred as a result of decisions made and action taken by the Alliance in the pursuance of the purposes set forth above.

SECTION IV.
ORGANIZATION

The affairs of the Alliance shall be under the direction and control of the Board of Directors in accordance with this Agreement and the Bylaws adopted pursuant to this Agreement and as further set forth below:

(A) The Board of Directors of the Alliance shall consist of those members of the Executive Board of the ISCTA who have adopted this Agreement. Name and title shall correspond to their respective office in the ISCTA. The members of the Board of Directors shall serve for a term consistent with their term as a member of the ISCTA Executive Board. There shall be no limit on the successive terms which an incumbent may serve.

(B) The Alliance shall hold at least one meeting each year on dates and at places which shall be determined by the Alliance. Special meetings may be held at the call of the Board of Directors or majority of the membership of the Alliance.

(C) The Alliance shall cause this Agreement to be filed with the Iowa Secretary of State and shall notify the Secretary of State of the name of any Member withdrawing from or joining the Alliance.

(D) The Alliance shall establish a bond or other form of insurance coverage determined to be necessary for the protection of its Members against negligence, malfeasance, misfeasance, or nonfeasance of the Board of Directors. In no event shall a Member be liable to the Alliance for an amount greater than its share of funds held in the Account.

SECTION V.
MEMBERSHIP

(A) The Members listed in Section I of this agreement shall be the initial members of the Alliance, subject to adoption of this agreement. Any Iowa County Treasurer may become a Member of the Alliance by adopting this agreement, subsequent amendments thereto and the Bylaws in effect at that time. In addition, the Alliance may, upon an affirmative vote of the Board of Directors, permit any other "Public Agency" as that term is defined in Iowa Code Chapter 28E to join and participate in this agreement consistent with the provisions of Chapter 28E and this agreement.

(B) Withdrawal. A Member may withdraw from membership in Alliance when its governing body requests such withdrawal by resolution which shall be forwarded in writing to Alliance. In the event of withdrawal, such Member shall not be relieved of its obligation to pay any portion or all of its share of expenses then due, if not otherwise paid for the year in which such withdrawal occurs. If such withdrawal occurs prior to the adoption of the annual budget for the following year, the withdrawing Member shall not be subject to any assessment arising there from; conversely, in the event of withdrawal after the adoption of the budget for the following year, such Member shall pay any expenses for the following year. If the Alliance, prior to receiving such request to withdraw, has incurred other indebtedness which matures after the effective date of such request, the withdrawal shall not be effective until such indebtedness shall have been paid by the Alliance, or in the alternative, until the withdrawing Member shall have collected and paid to Alliance the amount of its expenses. In no event shall a Member be liable to the Alliance for an amount greater than its share of funds held in the Account.

SECTION VI.
POWERS

(A) The Alliance shall be a public body corporate and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have all of the powers granted by Iowa Code Chapter 28E and all amendments adopted subsequent thereto, and shall exercise any and all powers inherent in any member.

(B) Without limitation, but by way of illustration, the governmental Members shall individually and collectively delegate to the Alliance the following enumerated powers which shall be exercisable upon the concurrence of the Board of Directors:

(1) To sue and be sued;
(2) To provide for a depository and to establish the Account;
(3) To acquire, hold, and distribute the funds derived from the payment of county fees and taxes via credit card or E-check fund debit through an on-line web service.
(4) To oversee and administer the funds held in the Account consistent with this Agreement.
(6) To serve as the signatory on the Account and to authorize and facilitate transfers of funds into and out of the Account.
(7) To establish and administer a system of budgeting, accounting, auditing, reporting and distribution of all Alliance funds in the Account consistent with this Agreement.
(8) To cooperate with any portal manager contracted by the ISCTA consistent with the terms of any contract entered into between the ISCTA and a portal manager for the purpose of facilitating the objectives of this Agreement.
(9) To make and enforce by-laws or rules and regulation for the management and operation of its business and affairs.
(10) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Agreement, under, through or by means of its officers, agents and

employees, or by contracts with any person;

(11) 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 Alliance or to carry out any powers expressly given by this Agreement;

(12) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;

(13) To receive funds from each Member in the pursuance of the purposes of the Alliance and in accordance with the powers set forth herein.

(14) To accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State or the Federal Government.

(15) To hire legal counsel or contract with any public or private entity to provide necessary services.

SECTION VII.
COOPERATION FROM MEMBERS

The Members agree to respond to reasonable requests from the Alliance to make records available to the Alliance and to provide assistance to aid in the efficient and effective accomplishment of the purpose of this Agreement, and the Alliance agrees to respond to like request from members

SECTION VIII.
FINANCING

(A) The Alliance Board of Directors shall prepare an annual budget for the operation of the Alliance. The budget shall be submitted to the members not less than thirty (30) days prior to the meeting at which the budget will be voted upon.

(B) The Members agree that any interest earned from deposits held in the Account may be used to maintain, enhance and expand web based services provided by the members to the citizens and businesses of Iowa. Expenditures of interest shall be made consistent with any proposal and budget submitted and approved as outlined above.

SECTION IX.
NOT FOR PROFIT

It is expressly understood that the Alliance is to be operated not for profit and no profit or dividend will inure to the benefit of any private person or corporation.

SECTION X.
SUSPENSION OF VOTING RIGHTS AND SERVICES

During any period of delinquency by a Member in the payment to the Alliance of its share of the budget, such Sponsor shall not be entitled to the services of the Alliance, nor shall the Sponsor be entitled to vote on matters coming before the Alliance, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Alliance.

SECTION XI.
WITHDRAWAL AND DISSOLUTION

(A) The Alliance shall be completely dissolved and this Agreement terminated only upon the affirmative two-thirds majority vote of the Members, which vote shall specify the date and time such dissolution shall be effective, which date and time may be amended at or before such time but not thereafter, by an affirmative two-thirds majority vote of the Members.

(B) In the event of a vote to completely dissolve the Alliance, any funds held in the Account in excess of accrued expenses shall be distributed on the date and time set for dissolution to each Member in an amount equal to that Member's annual average percentage share of the funds deposited in the Account at the time of distribution.

SECTION XII.
AMENDMENT OF AGREEMENT

This Agreement may be amended by a two-thirds roll call vote of the members in any regular or special meeting of the Alliance called upon notice to all Member's not less than thirty (30) days prior thereto setting forth the substance of the proposed amendment. Notwithstanding the foregoing, however, the Board of Directors for the Alliance shall have the power from time to time, as needed, to change the place of the registered office of the Alliance.

SECTION XIII.
SEVERABILITY

If any one or more of the provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.

Approved and made effective on the 5th day of July, 2006 by the following Members.

CARROLL COUNTY TREASURER

By: _____
Peggy Wertz, Carroll County Treasurer

Date: July 3, 2006

DUBUQUE COUNTY TREASURER

By: _____
Eric Stierman, Dubuque County Treasurer

Date: July 5, 2006

WASHINGTON COUNTY TREASURER

By: _____
Jeffrey A. Garrett, Washington County Treasurer

Date: 07-03-2006