No Fee

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RECORDER
HARRISON COUNTY, IOWA

IOWA WORKFORCE DEVELOPMENT ASSOCIATION
IOWA CODE CHAPTER 28E AGREEMENT

WHEREAS, the Workforce Investment Act (WIA) of 1998 was passed by the United States Congress and will be implemented in Iowa commencing on July 1, 2000 at which time the Job Training Partnership Act will be repealed and the transition between these laws makes it timely to establish the Association and Institute for the purposes hereinafter described;

WHEREAS, located elected officials, representatives of business, educational entites and agencies, labor organizations, community based organizations, economic development agencies, one-stop partners and others intersted in employment, joblessness, unemployment, underemployment, education, job training, and staff development; and

WHEREAS, to further support the delivery of workforce development services in Iowa; to coordinate with and support the Iowa Department of Workforce Development; to provide local staff and administrators with training opportunities that focus on quality customer service, designing comprehensive customer services and delivery systems, and personal skill development; to provide information on current workforce development events, and advocate for the delivery of workforce development and related services; to assist in the development of additional resources; and to otherwise achieve through coordinated joint action the economics of mutual aid and assistance;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT

I.

IOWA WORKFORCE DEVELOPMENT ASSOCIATION

There is hereby created the Iowa Workforce Development Association, (IWDA).

A. INITIAL DURATION

Pursuant to Iowa Code Section 28E.5 (1)(1999), the IWDA's initial duration shall be from _____, ____, 2000 to June 30, 2001; at which time, it is presently intended, this amended Agreement or another Iowa Code Chapter 28E Agreement will supersede this Agreement making provision for the final duration and structure of IWDA.

B. INITIAL PURPOSES

Pursuant to Iowa Code Section 28E.5 (3)(1999), the initial purposes of IWDA shall be: to determine the interests of those within Iowa's Service Delivery Areas for perpetuating the Association after June 30, 2001; to determine the precise needs of those within such Service Delivery Areas to be assisted by the IWDA; to solicit present membership by those interested in the IWDA; to establish and begin operation of the Iowa Training Institute for the purposes for which this Agreement is created; and to hire and employ those person(s) necessary to achieve these preliminary, interim purposes for the IWDA and Iowa Training Institute.

C. INITIAL MEMBERSHIP COMPOSITION

(1) QUALIFICATIONS

Pursuant to Iowa Code Sections 28E.3, 28E.4 and 28E.5 (2)(1999) the initial membership of the IWDA shall be limited to:

(a) Local Elected Officials as defined by the Iowa Department of Workforce Development for the purposes of WIA;

(b) Regional Workforce Investment Boards and its members appointed under WIA, Section 117;

(c) Youth Advisory Councils and its members appointed under WIA, Section 117(h);

(d) Workforce Investment Act Service Providers selected under WIA, Sections 117(d) and 123;

(e) Workforce Development Center Operators and its members

selected under WIA, Section 121(d);

(f) Workforce Development Center Partners identified in WIA, Section 121(b);

(g) Training Providers certified under WIA, Section 122;

(h) Other state and local entities and individuals that provide workforce development services, economic development services or related services; other state and local workforce development, education, economic development, labor, and community based organizations;

(i) private for profit businesses;

(j) Membership in the Association shall be conditioned upon receipt from each member of an ordinance, resolution or other form of certification signifying, under the laws applicable to that member's creation, powers and authority, that membership in IWDA and the payment or contribution of dues to the IWDA are lawful and have been approved by that member's governmental body, board or other authority with the power to approve such membership and payment.

(k) For purposes of compliance with Iowa Code Chapter 28E there must be at least one member which is a political subdivision of or an agency of the State of Iowa.

(2) Such initial membership in IWDA among those qualified shall be extended to those, during the initial duration of IWDA, who make a start-up contribution toward an anticipated budget for the period of this Agreement of $225,000. Payment of such contribution shall be required within 30 days of membership.

D. ASSOCIATION STRUCTURE

(1) This initial 28E Agreement does not establish a separate legal entity. Pursuant to Iowa Code Section 28E.5 (2) and 28E.6 (1999) the business and affairs of the IWDA shall be initially conducted by the qualified members of the IWDA, each qualified member having one

vote. A quorum shall be a simple majority, at any time during the Association's initial duration as membership increases, of those members who are members at the time of any vote. The business and affairs of the Association shall be decided by a majority of those members existing at any time, who are present at any meeting, a quorum being necessary for the conduct of any business. A member shall not be entitled to vote by proxy but attendance at any regular or specially scheduled Association meeting may be by electronic means and participation.

The initial members of the Association who are members as of the time this Agreement is filed with the Secretary of State and county recorder of the county of each initial member to this Agreement, acknowledge that additional members are being solicited and may become members after the time this Agreement is filed and recorded pursuant to Iowa Code Section 28E.8 (1999); that with expanding membership in the Association, each additional member will be entitled to vote on Association business from time to time; and that any Association business will be decided based upon a majority vote of the number of members existing at the time of such vote. The initial Association members and additional members to the Association consent to this expansion of membership and to the voting rights of additional members without the recasting of, and re-authorization by meeting of this Agreement adding by name such additional members; and without the re-filing and re-recordation of this Agreement with the Secretary of State and County Recorders with the addition of each new member.

(2) The membership shall:

a. conduct the initial organizational meeting promptly after appointment;

b. elect a Chair, Vice Chair, Secretary and Treasurer from among the appointed Directors;

c. create those Bylaws, operating procedures, positions and Committees deemed necessary for the conduct of Association business; including the prompt creation of a customer service

board;

d. be responsible for the business and affairs of the IWDA and Iowa Training Institute making report periodically to the Association membership concerning such matters;

e. determine the preliminary budgets for operation of IWDA business including the initial budget of the Iowa Training Institute; and determine the necessary dues structure for operations commencing July 1, 2001 for all members who are members as of June 30, 2000;

f. employ for the IWDA and/or Iowa Training Institute those person(s) deemed necessary on an at-will basis;

g. determine the need for and acquire any real or personal property for the business of IWDA and the Iowa Training Institute, ownership of which shall be in the name of the Association;

h. immediately procure those insurances necessary, in the name of IWDA, to minimize and protect against the risks and liabilities foreseeable given the scope of authorized operations, of the Association and Iowa Training Institute, from time to time;

i. do such other things as deemed necessary from time to time.

E. INITIAL ASSOCIATION FINANCING

Pursuant to Iowa Code Section 28E.5(4)(1999), the manner of financing the business of the IWDA and Iowa Training Institute within the initial duration of this Agreement shall be solely by those contributions paid by the members of the Association. The budget of the IWDA and the Iowa Training Institute shall be approved by the Association members.

F. ASSOCIATION TERMINATION

Pursuant to Iowa Code Section 28E.5(5)(1999), the IWDA's initial

duration is until June 30, 2001. No complete termination of this Agreement shall occur unless a majority of the Association members, determined at the time of any such vote, fails to renew this Agreement before June 30, 2001. Any other failure to renew this Agreement shall be a partial termination and any amendment to this Agreement providing for inter alia, a longer duration, a different membership voting structure, the creation of a separate entity shall also be a partial termination.

In the event of a partial termination of this Agreement, there shall be no distribution of property in whole or in part to any member, any member who withdraws from, terminates membership in or fails to pay dues to the Association. In the event of a complete termination, all IWDA property shall be marshaled and, subject to the claims of any creditors, shall be sold following windup and close-out of Association business and affairs. The proceeds of sale after payment to creditors shall be distributed to all members, who are Association members on the date of complete termination, in the proportion which such member's contributions or dues bore to the total of all such contributions and dues of such members.

G. RESPONSIBILITY AND LIABILITY FOR IWDA AND IOWA TRAINING INSTITUTE

By membership under the terms of this Agreement, each member accepts joint and several responsibility and liability for the business and affairs of IWDA and Iowa Training Institute as determined by the majority vote of the members on any matter.

H. AMENDMENTS

The terms and provisions of this Agreement may be amended and modified by a majority vote at any regular or special meeting and approved by that ordinance, resolution or other form of certification signifying, under the laws applicable to that member's creation, powers and authority, such approval.

II.

A.

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IOWA TRAINING INSTITUTE

There is hereby created the Iowa Training Institute. The Institute shall not be a separate legal entity and shall not have an identity separate from the IWDA.

The Institute will be that part of the IWDA to implement and fulfill the intentions and purposes underlying this Agreement, as it may be amended from time to time by the Association members. Those person(s) employed for the Institute shall be employed in the name of IWDA and the Association shall determine the number of such employees, all terms and conditions of employment, pay and benefits. Those person(s) so employed shall be ultimately responsible to the Association membership or to any person, committee or officer appointed by the Association to supervise, control and monitor such employee(s)' performance. Each person(s) employed shall render services as determined necessary and proper by the Association membership or by those designated by that membership.

B.

EXECUTIVE DIRECTOR

1. The person initially employed by the IWDA to act on behalf of the Association and Institute in their daily affairs shall be the Executive Director. The Executive Director shall promptly submit to the Association for its first membership meeting:

a. a proposed job description for the Executive Director;

b. a Statement of Policy, Purposes and Intentions for the Iowa Training Institute;

c. a description of proposed services to be provided to the Association members for the initial duration of that membership under this Agreement;

d. a proposed budget for the Institute for the initial duration of this Agreement including the salaries and benefits of all person(s) sought for employment; and a proposed dues structure governing operations after July 1, 2001;

e. a proposal of the outreach and inclusion of those who qualify under

this Agreement for membership to become active, participating members in the Association;

f. and such other matters as suggested by either the members or Executive Director.

2. At all subsequent Association meetings; the Executive Director shall make report:

a. concerning the status of those matters specially assigned for pursuit by the Association;

b. and provide the members the progress (or lack thereof) in broadening the active membership in the Association;

c. and communicate concerning the federal and state policies and regulations governing the provision of employment and training programs and services;

d. and update on a periodic basis the revenues and expenses received and incurred in operation of Association and Institute programs;

e. concerning the contacts upon members to this Association describing such members' needs, expectations and desires as members in this Association and the means by which the Association and Institute can provide such services;

f. before March 30, 2001 to the Membership, of any proposed modifications or amendments to this Agreement by which to extend its duration, compose the Association membership differently than in this initial Agreement, change the membership voting structure, create a separate entity for the Association and/or Institute and such other matters by which the purposes underlying this Agreement can be best achieved at the earliest time practicable for the benefit of the members;

g. before March 30, 2001 to the membership the proposed budget for the Association and Institute commencing July 1, 2001, given those positions and personnel authorized by the Association to provide services after July 1, 2001.

MEMBERS' SIGNATURE

The undersigned for and on behalf of the member whose name appears below certifies that this member is qualified for membership in the Association, and the governing body of this member has passed an ordinance, resolution or other form of certification within the lawful authority of that member permitting membership in the Association, a copy of which is attached hereto.

MADISON COUNTY
for and on behalf of

Cy McDonald
(member) CY MCDONALD

date: 4-11-2000

State of Iowa
County of Madison

Signed and sworn to (or affirmed) before me
on April 11, 2000

by Cy McDonald

Catherine A Weltha
NOTARY PUBLIC

CATHERINE ANNE WELTHA
MY COMMISSION EXPIRES
June 29, 2001