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LISA SMITH, COUNTY RECORDER
MADISON IOWA

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Name, address & phone # of preparer: Jonathan C. Wilson, Davis, Brown, Koehn, Shors & Roberts, P.C., 666 Walnut Street, Suite 2500, Des Moines, IA 50309, (515) 288-2500

Name of taxpayer & complete address: N/A

Return Address: 666 Walnut Street, Suite 2500

Title of Document: Affidavit Regarding 28E Agreement of Regional Workforce Investment Alliance with attached 28E Agreement

Grantor's Name & Grantee's Name: N/A

Legal Description: N/A

AFFIDAVIT
REGARDING 28E AGREEMENT OF
REGIONAL WORKFORCE INVESTMENT ALLIANCE
("RWIA")

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jonathan C. Wilson, being first duly sworn on oath, depose and state:

1. I am an attorney licensed to practice law in the state of Iowa.

2. I serve as the attorney for the Regional Workforce Investment Alliance ("RWIA") and have personal knowledge as to the facts contained therein and am authorized to make this Affidavit.

3. Attached is a copy of the 28E Agreement by which the RWIA is being created and established as a separate legal entity and corporate body politic duly executed on behalf of the member units of government therein named, and that was filed with the Iowa Secretary of State on January 3, 2007 ("Agreement").

4. I further state that the attached is a true and accurate copy of the original Agreement.

5. I further state that the purpose of this Affidavit is to facilitate the recording of this document with the county recorders of each county encompassing all or part of a governmental unit that is a party to the RWIA 28E Agreement.

FURTHER AFFIANT SAYETH NOT this 4th day of January, 2007.

Jonathan C. Wilson, Attorney for RWIA

Subscribed and sworn to before me, a Notary Public, this 4th day of January, 2007.

Notary Public in and for the
State of Iowa

REBECCA SCHMIDT
Commission Number 721798
My Commission Expires
4/6/09

#1352799

FILED
SECRETARY OF STATE
IOWA
JAN 3 4 16 PM '07

28E AGREEMENT
OF THE
REGIONAL WORKFORCE INVESTMENT ALLIANCE

This Agreement is entered into as of the 3rd day of January, 2007, by the City of Des Moines, Iowa, and the Counties of Boone, Dallas, Jasper, Madison, Marion, Story, Polk, and Warren (hereinafter called "Members") for the purpose of complying with, and implementing, the requirements of the Workforce Investment Act (hereinafter "WIA"), Public Law 105-220, August 7, 1998, as amended, and the Regulations promulgated thereunder, in addition to such other and related education, employment, and training programs overseen in whole or part by the Regional Workforce Investment Alliance (hereinafter "RWIA" or the "Alliance") described herein or as may be approved and authorized from time-to-time by Resolutions adopted by the Members.

WITNESSETH:

WHEREAS, the WIA as passed by Congress and as administered through the Governor of the State of Iowa, provides for certain acts of compliance by those desirous of job training programs created in the WIA in order to qualify locally for such programs and thereby make such programs available to enhance employment opportunities and economic development; and

WHEREAS, the Members are contiguous units of general local government with an aggregate population of 500,000 or more that serve a substantial part of the labor market in central Iowa, and collectively encompass a geographic area that has been certified by the Governor of the state of Iowa as a Service Delivery Area known as Region XI on March 28, 1983; and

WHEREAS, in order to make efficient use of governmental powers, to comply with and accept the responsibilities under the WIA for the purposes set forth in the WIA, the Members desire to enter into this 28E Agreement ("Agreement").

NOW, THEREFORE, IT IS AGREED THAT THE PARTIES SIGNATORY HERETO DO HEREBY ADOPT THIS 28E AGREEMENT FOR THE **REGIONAL WORKFORCE INVESTMENT ALLIANCE**, AND AGREE AS FOLLOWS:

1. AUTHORITY AND PURPOSES. This Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E and the Workforce Investment Act, Public Law 105-220, August 7, 1998, as amended, for the purpose of complying with the WIA statutory and regulatory requirements and thereby to qualify the Alliance as a grant recipient and administrative, policy-making, oversight entity in conjunction with the Regional Workforce Investment Board (RWIB); and to do all of the things under the WIA which will enhance the educational, employment, and training programs created thereunder and by other state and federal laws. The Alliance shall be known variously as the Regional Workforce Investment Alliance and RWIA, and shall be a policy making body with limited powers to contract only for purposes specified in this Agreement.

2. MEMBERS. The following units of general government are the Members of the Alliance: the City of Des Moines, and the Counties of Boone, Dallas, Jasper, Madison, Marion, Story, Polk, and Warren.

3. AREA. The geographical area served by the Alliance is the territorial area comprised within the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story, Warren, and the City of Des Moines, which is known as Workforce Investment Region Eleven (XI).

4. ALLIANCE GOVERNING POLICY BOARD –AUTHORITY – PROPERTY. Subject to the agreement negotiated from time-to-time between the Alliance and RWIB, and the rules and regulations promulgated from time-to-time by either the federal government or the state of Iowa, the Alliance is established to qualify under the WIA and accept the responsibility of acting as any or all of the following:

a. The Local Elected Officials (LEO) for the Region.

b. A grant recipient;

c. The entity to develop, administer, and oversee the local training Plan.

Powers to Contract: The Alliance, through its Governing Policy Board, shall have the power to enter into contracts not inconsistent with this Agreement and applicable laws and regulations, with the United States Department of Labor or other federal agency; the Iowa Department of Workforce Development or other state agency; Service Provider(s); Fiscal Agent(s); and grant sub-recipients.

Limitation of Powers: Except as herein provided, the Alliance will not have the power to contract. The Alliance will function operationally only by and through a periodic contract with an approved third-party agency for the delivery of program services, and shall not independently operate education or training programs other than education and training for those serving as Member representatives on the Governing Policy Board, subcommittees and/or task forces established from time-to-time by the Governing Policy Board, Executive Committee, or RWIA Chair; or those serving as representatives on the RWIB. Administrative support services for the Alliance, the Governing Policy Board, the Executive Committee, and the RWIB, will be provided through the contract with an approved third-party agency.

The Members of the Alliance hereby establish and appoint its Governing Policy Board as that arm of the Alliance responsible for administering the activities and undertakings authorized by this Agreement, including contracting as herein authorized and limited, and negotiation of a cooperative agreement between the Alliance and the RWIB as contemplated by the WIA, the law of the state of Iowa, and regulations promulgated pursuant thereto.

The Alliance may lease, acquire, and dispose of tangible personal or real property by vote in accordance with its Bylaws. Any property leased or acquired shall be in the name of the

Alliance. Title to any tangible personal or real property belonging to the Alliance shall not be transferred except upon adoption of an authorizing Resolution of the Governing Policy Board.

The Alliance will not have employees and, except for periodic contract(s) with approved third-party agencies, will not directly engage independent contractors for any purpose.

5. GOVERNING POLICY BOARD – VOTING – BYLAWS. The Alliance shall exercise its powers through a Governing Policy Board of Directors comprised of the representative(s) or designated alternate(s) of each representative appointed by the Mayor or Chairperson with the approval of the Council or Board of Supervisors of each Member government, as the case may be. The City of Des Moines shall be entitled to three (3) representatives. Polk County shall be entitled to four (4) representatives. Each of the other counties shall be entitled to one (1) representative per county, and alternates may be designated from time-to-time for each of those representatives by the respective Member governments. Each representative, or in their absence, a designated alternate, shall be entitled to one vote.

The Governing Policy Board shall adopt Bylaws for the regulation and management of its affairs not inconsistent with law or this Agreement.

6. FINANCE AND BUDGETING. The financing for the activities and undertakings created by this Agreement shall be subject to this Agreement and the local training Plan finalized between the Alliance and the RWIB, as amended from time-to-time, all as contemplated under the WIA. The Alliance budgeting shall be dependent upon the availability of funds allocated under each particular education, employment, and training program overseen by the Alliance, and budgeting with respect to such allocated funds shall be accomplished through and incorporated in the contract with the third-party agency.

7. DURATION – FUNDS – TERMINATION.

a. This Agreement will be effective when a simple majority of the Members to this Agreement, each Member government for this purpose having one (1) vote, have had their respective Boards or Council execute a formal Resolution authorizing membership in the Alliance for the purposes and subject to the limitations of this Agreement; and a copy of the Agreement verified by counsel for the Alliance has been filed with the Iowa Secretary of State and with the Recorder in each of the counties covered by the Agreement.

b. The foregoing to the contrary notwithstanding, if this Agreement must be approved by an agency of the state and/or federal government in order to make the Alliance eligible as a grant recipient or otherwise, this Agreement will be effective as to any such eligibility only upon obtaining such approval.

c. Any existing Member whose Board or Council decides to discontinue membership in the Alliance shall notify the Alliance and every other Member of the Alliance not later than 60 days before the end of any fiscal year (June 30) that such Member's governing body will not authorize membership for the next ensuing fiscal year beginning July 1. Such Member's membership in the Alliance shall then terminate at the end of that fiscal year in which such

notice has been given, as herein provided. Upon receipt of such notice the remaining Member governments shall call a special meeting and take whatever action is appropriate to continue the Alliance, reorganize the Alliance, or discontinue the Alliance.

d. The Alliance is a separate legal entity with perpetual duration, unless and until discontinued as herein provided.

e. This joint cooperative undertaking is to be financed by federal funds allocated under the Workforce Investment Act, Public Law 105-220, August 7, 1998, as amended from time-to-time, and such other federal and state education, employment, and training program funds for which the Alliance from time-to-time qualifies and that it authorizes.

f. No termination of this Agreement shall occur unless a majority of the Member governments by formal Resolution, each Member government for this purpose having one (1) vote, elects to discontinue this Agreement as provided in this subsection.

g. Unless a termination occurs, there shall be no distribution of property or assets of the Alliance in whole or in part to any withdrawing Member(s), and the theoretical share of any such withdrawing Member in the property or assets of the Alliance shall be deemed a contribution to the Alliance.

h. In the event of a termination, the Alliance property and assets shall be distributed in cash or in-kind to the last-remaining Members subject to the claims of any creditors following wind-up of the affairs of the Alliance in the proportions as determined under Paragraph 8.

8. RESPONSIBILITY FOR OPERATION OF PROGRAMS. By approval of this Agreement each Member government, during continued membership, shall participate financially consistent with and in proportion to the terms of voting representation established in Paragraph 5, except that the counties of Boone, Dallas, Jasper, Madison, Marion, Story, and Warren shall apportion contributions in the proportion to the population of each of such counties bears to the total population of such seven (7) counties under the last available federal census, and consistent with federal and state laws.

Upon the withdrawal of any Member government, its voting rights shall cease, and its share of property and net assets, shall be allocated ratably among the remaining Member governments in accordance with the foregoing paragraph.

9. LIMITATION ON THE POWERS DELEGATED UNDER THIS AGREEMENT. By authorizing and executing this Agreement the Member governments expressly intend and agree that the Alliance created hereby secures and retains the power of "final approval" over the local training Plan of any program authorized by the Alliance, the power of "final approval" over the selection of any Service Provider(s) under any such program(s), the power of "final approval" over any contract with any Service Provider(s) in any such program(s), the power of "final approval" over the selection of any Fiscal Agent(s), and the power of "final approval" over any purchases made with monies received pursuant to the grant agreement of any program. For purposes of this Agreement, "final approval" is defined to mean

the "absolute and unconditional right to make the final decision, unencumbered and unfettered by prior recommendations of any kind, provided only that the decision is made in accordance with the particular program's law and the regularly-enacted regulations promulgated pursuant thereto and consistent therewith.

The powers delegated to the Alliance by this Agreement are expressly limited by this Paragraph 9. Any agreement or understanding of any kind whatsoever entered into by the Alliance or by any of its representatives in violation of this limitation will exceed the powers delegated to the Alliance, and will be, *ab initio*, null, void, and of no force whatsoever. Further, if, by any means whatsoever, including the passage of regulations by any agency of the state, any of the powers of "final approval" reserved to the Alliance are diminished in any way or in any degree, this Agreement will terminate instantly, and the Member governments will instantly cease to be bound by any actual or alleged liability for the programs within the Region which the Alliance has authorized, subject only to a resolution of the Governing Policy Board to wind-up the affairs of the Alliance.

This Paragraph 9 is an integral and essential part of each Member government's agreement to enter into the Alliance, and, in the event that any other paragraph of this Agreement is or is thought to be inconsistent herewith, this paragraph shall prevail.

Provided, however, that this Paragraph 9 shall not be construed to prohibit an agreement between the Alliance and RWIB, as partners under the WIA, diminishing or delegating under such agreement the Alliance's rights of "final approval" when, in compliance with the rules and regulations promulgated by the federal government or the Iowa Department of Workforce Development or other state agency, the RWIB obtains either insurance or assets found to be acceptable to both the Alliance and the state agency to cover any liability for any grant agreement. In that event, the degree and percentage to which the "final approval" of the Alliance may be delegated shall equal the degree to which either insurance or assets obtained by the RWIB bear to the total amount of any grant agreement so affected.

10. OPERATIONAL STRUCTURE -- OFFICERS -- EXECUTIVE COMMITTEE.

The officers of the Alliance shall be a Chair, Vice Chair, and Secretary/Treasurer, each of whom shall be elected annually from the primary representatives of the Member governments, to serve until their replacement is elected, but subject to removal by a majority vote of the Governing Policy Board at any time. Elected officers shall have such duties as are customary to their respective offices and as defined in the Bylaws, but not inconsistent in any respect with the provisions of this Agreement.

There will be an Executive Committee composed of five (5) members: the three (3) officers and two (2) additional, at-large members elected by the Governing Policy Board annually from the primary representatives of the Member governments. The at-large members can be removed from the Executive Committee by a majority vote of the Governing Policy Board at any time.

The Executive Committee shall have and exercise only such powers as may be delegated by the Governing Policy Board from time-to-time. In no situation shall substantive policy

decisions affecting the Alliance be made exclusively by the Executive Committee; all Executive Committee recommendations must be approved by the Governing Policy Board. The Executive Committee shall act only with a quorum of at least three (3) members. The Executive Committee will provide public notice of its meeting time and place and provide for meetings to be open to the public, unless closed by resolution of the Executive Committee to deal with matters privately where Chapter 21, Code of Iowa requires or allows the public to be excluded. All decisions of the Executive Committee or any officer are subject to review by the Governing Policy Board.

The Governing Policy Board, the Executive Committee, or the Alliance Chair may, from time-to-time, establish and appoint unpaid consultants, committees, ad hoc groups, and task forces deemed necessary or advisable to further the work of the Alliance.

11. OPEN MEETINGS. All meetings of the Governing Policy Board and of the Executive Committee shall be subject to the Iowa Open Meetings Law. Notice of all meetings to which the law applies shall be posted and sent to local news media outlets in the counties covered by this Agreement, Member governments, and interested parties requesting such notice.

Unless otherwise charged, all advisory groups, advisory committees, and advisory task forces of the Alliance will report to the Executive Committee and will not make public policy recommendations to the Governing Policy Board. The meetings of those advisory groups, and any subgroups, subcommittees, or subtask forces created by them will not be subject to the Iowa Open Meetings Law unless required by resolution of the Governing Policy Board. Any appointed group charged by the Governing Policy Board to make a public policy recommendation to the Governing Policy Board will conduct its meetings in accordance with the Iowa Open Meetings Law.

12. AMENDMENTS.

a. The terms and provisions of this Agreement may be amended by a majority vote of the Governing Policy Board at any regular or special meeting, effective when approved by Resolution of a majority of the governing bodies of all the Member governments; and a copy thereof verified by counsel for the Alliance has been filed with the Iowa Secretary of State and the Recorders in each of the counties covered by this Agreement.

b. The foregoing to the contrary notwithstanding, if any amendment of this Agreement must be approved by an agency of the state and/or federal government in order to continue the Alliance's eligibility as a grant recipient or otherwise, any such amendment will be effective as to any such eligibility only upon obtaining such approval.

13. REGIONAL WORKFORCE INVESTMENT BOARD -- APPOINTMENTS UNDER WIA. The Governing Policy Board of the Alliance shall appoint or nominate representatives to the RWIB in accordance with a protocol to be established from time-to-time with the state of Iowa Governor.

14. CHIEF ELECTED OFFICIAL DESIGNATION UNDER WIA. The Members hereby designate the Governing Policy Board as representing the Local Elected Officials as contemplated by the WIA in negotiations with Iowa Department of Workforce Development, any other state agency, and/or RWIB regarding the determination of procedures for development of the local training Plan, approval of the local training Plan, the selection of grant sub-recipient(s), selection of any Service Provider(s) and/or Fiscal Agent(s), and oversight and accountability for service delivery. The Governing Policy Board, upon agreement with the RWIB, shall approve the Plan and, jointly with RWIB, submit the Plan to the Governor or the Governor's designee.

15. EXECUTION. This Agreement may be executed with multiple signature pages that, collectively, shall be taken together to constitute a single Agreement.

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: _____
City of Des Moines Mayor
T. M. Franklin Cownie

Date: NOV 2 0 2006

Attest: _____
Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: M. O'Brien
Board of Supervisors Chair

Date: 11/20/06

Attest:

Philippe E. Mercier
Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: _____
Board of Supervisors Chair

Date: 12 - 22 - 2006

Attest:

_____
Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: Max Worthington

Max Worthington, Chairman
Jasper County Board of Supervisors

Date: December 19, 2006

Attest:

Dennis K. Parrott, Jasper County Auditor

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: _____
Board of Supervisors Chair

Date: 11-28-06

Attest:

_____
Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: Howard Pothoven
Board of Supervisors Chair

Date: 11-13-06

Attest:

Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: _____
Board of Supervisors Chair

Date: 11/28/06

Attest:

_____
Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: Wayne E. Clinton
Board of Supervisors Chair

Date: 12-19-2006

Attest:
Mary Moorman
Clerk/Secretary

SIGNATURE PAGE

We, the undersigned, as the chief elected official of our respective jurisdictions, upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into the foregoing Agreement.

By: David L Mineau Vice Chair
Board of Supervisors Chair

Date: 12/18/06

Attest:

Clerk/Secretary