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Taylor County, Iowa #1630
 Filed For Record May 24, 1999 AT 11:10 AM **255**
 Book 90 Page 61 Fee 11.00 *No Fee*
 PAMELA S. CALFEE, RECORDER/REGISTRAR By
 TAYLOR COUNTY RECORDER/REGISTRAR LH, Dep
 Pamela S. Calfee

**1999 TORNADO RELIEF CDBG PROGRAM CODE OF IOWA 28E
 AGREEMENT OF COOPERATION**

WHEREAS it is in the mutual best interests of Adair, Adams, Madison, Taylor, and Union County to coordinate their abilities to facilitate relief to housing damaged by the April 8th, 1999 tornado and to share resources available through various sources of funding; and
 WHEREAS, Iowa Code Chapter 28E provides guidelines and a mechanism for such coordination through a 28E Agreement; and
 WHEREAS, it is necessary and desirable to stipulate the scope of participating between the entities involved pursuant to Iowa Code Chapter 28E; and
 WHEREAS, the above named counties desire to enter into a 28E Agreement for purposes of facilitating the relief to housing damaged by tornado winds and to share resources available through various sources of funding
 NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties' signatory stipulate and agree as follows:

I. IOWA CODE CHAPTER 28E AGREEMENT

- A. The parties hereby will create a separate entity for the purpose of facilitating the relief from damage caused by the tornado.
- B. The purposes of this entity are:
 - 1. To serve as a communicative and coordinating body to plan, foster, implement, and monitor relief activities to damage by tornado among the body membership, for the mutual advantage of the membership; and,
 - 2. To serve as a conduit for private, local, state and federal funding which may be available for any of the purposes set forth herein and any activities reasonable incidental thereto; and, (Union County will commit all 1999 Tornado Relief CDBG received funds).
 - 3. To complete any and all acts necessary and appropriate under Iowa Law to effectuate the purposes set forth herein.
- C. This legal entity shall be comprised of a membership consisting of one designated member-representative from each of the parties. On May 15th, 1999, each party hereto shall designate its member-representative who shall serve for the ensuing nine months, or until his/her successor is designated and accepts designation. The member-representative from each party signatory shall be the Chairman of the Board of Supervisors of the county.
- D. This entity shall be governed by a board consisting of all members appointed annually by their respective entity
 - 1. In the event funding becomes available for the relief to the damage by the tornado, the membership representatives may by a simple majority vote of the entire body enter into a subrecipient agreement with the Union County for the purpose of acting as the administrator of the funds.
 - 2. This legal body may acquire personal and real property through duly authorized action of its governing board; and disposition of any such property with a value in excess of \$500.00 may be only upon the affirmative written ballot vote of two thirds of the body membership. On termination of this agreement, all funds or personal and real property acquired through this program will be distributed in accordance with the rules, regulations, and administrative plan as determined by the granting agency (Iowa Department of Economic Development).
- E. Meetings of the body membership shall be subject to the applicable provisions of Iowa Code Chapter 21, the Open Meetings Law, as per the directive of the Iowa Attorney General's Opinion #88-12-4(L) (dated December 14, 1988).

II. MISCELLANEOUS PROVISIONS

- A. The duration of this Agreement is nine (9) months beginning on May 15, 1999 and ending on February 15, 2000. The parties may renew this Agreement, but only by affirmative, written renewal signed by all parties to any such renewal.
- B. A party to this Agreement may terminate the entirety of its participation in this Agreement by giving 60 days written notice to the board of directors, and by contemporaneously providing a copy of said written notice to each of the parties hereto.
- C. In the event that any provision of this Agreement is found to be void or voidable by operation of statute, order of court, or otherwise, all other provisions of this Agreement in Section whole or part shall remain in full force and effect and shall unaffected thereby.
- D. The county party hereto signs this Agreement by authority of a resolution duly adopted by the respective county's board of supervisors.
- E. This Agreement may be signed in counterparts.

FILE # 1111153
 BOOK 27 PAGE 785
 May 26 10:39:43 AM
 FEE PAID No Fee Adams County
 S. J. R.

RECORDED IN ADAIR COUNTY IOWA,
 MAY 28, 1999 @ 11:28 A.M. IN BOOK 412
 PAGE 255.
 NO FEE
 PRISCILLA McCLELLAND, ADAIR COUNTY RECORDER

STATE OF IOWA, ss. 5098 Inst. No. Filed for Record this 14 day of June 19 99 at 3:56 PM
 MADISON COUNTY, Book 45 Page 724 Recording Fee \$ 11.00 Michelle Utster, Recorder, By Shirley B. Henry Deputy

1999 TORNADO RELIEF CDBG PROGRAM CODE OF IOWA 28E
AGREEMENT OF COOPERATION

County Party To This Agreement:
Adair County, Iowa

By: Richard Dolan

Date: 5-19-99

County Party To This Agreement:
Adams County, Iowa

By: Richard Coontz

Date: 5/7/99

Attest:
Janice Walker
Adair County Auditor

Attest:
Spencer S. Hunt
Adams County Auditor

County Party To This Agreement:
Madison County, Iowa

By: Jim McDowell

Date: 5-11-99

County Party To This Agreement:
Taylor County, Iowa

By: David E. Ralby

Date: 5-17-99

Attest:
Joan Welch
Madison County Auditor

Attest:
Bonny Baker
Taylor County Auditor

County Party To This Agreement:
Union County, Iowa

By: Michael J. Reasoner

Date: 5/3/99

Attest:
Donald King
Union County Auditor

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