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No Fee
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

WARREN RURAL WATER
1993 CDBG WATER PROJECT
CODE OF IOWA 28E
AGREEMENT OF COOPERATION

WHEREAS it is in the mutual best interests of counties and municipalities in the 2-county area of State Planning Region 14 and 11, (comprised of Madison, and Warren counties and the cities of East Peru, Milo, New Virginia, St Marys, St. Charles, and Truro all in Iowa) to coordinate their abilities to facilitate the construction of a safe and sanitary water delivery system 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 below named counties and municipalities desire to enter into a 28E Agreement for purposes of facilitate the construction of a safe and sanitary water delivery system 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 construction of a safe and sanitary water delivery system

B. The purposes of this entity are:

1. To serve as a communicative and coordinating body to plan, foster, implement, and monitor the construction of a safe and sanitary water delivery system among the body membership, for the mutual advantage of the membership;

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,

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 annually designated member-representative from each of the parties. On or before March 15th of each calendar year beginning with March 15, 1993, each party hereto shall designate its member-representative who shall serve for the ensuing calendar year, or until his/her successor is designated and accepts designation. Until such time as designation is made on March 15, 1993, the member-representative from each party signatory shall be the Chairman of the Board of Supervisors of each county and the Mayor of each city.

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 construction of a safe and sanitary water delivery system, the membership representatives may by a simple majority vote of the entire body enter into a subrecipient agreement with the Warren County Board of Supervisors 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.

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).

III. MISCELLANEOUS PROVISIONS

A. The duration of this Agreement is eighteen months beginning on the first day of November 1, 1992 and ending on the 31th day of May, 1994. This Agreement may be renewed by the parties, 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. All county parties hereto sign this Agreement by authority of a

resolution duly adopted by the respective county's board of supervisors; and all municipalities a party hereto sign this Agreement by authority of a resolution duly adopted by the respective city council or other governing board of such municipality.

E. This Agreement may be signed in counterparts.

COUNTIES PARTIES TO AGREEMENT:

MADISON COUNTY, IOWA

By: Max Newberg
CHAIRMAN

Date: 11-17-92

ATTEST:

Joan Welch
AUDITOR