



Matt Schultz  
Secretary of State  
State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M506984

4/16/2014 3:55:30 PM

### PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Iowa County Treasurers E-Government Alliance	Other	Other
Party 2	Adair County, Iowa	County	Adair
Party 3	Adams County, Iowa	County	Adams
Party 4	Allamakee County, Iowa	County	Allamakee
Party 5	Appanoose County, Iowa	County	Appanoose

\*Enter "Other" if not in Iowa

Item 2. The type of Public Service included in this agreement is: 810 Any Elected Officials, Boards, and Commis  
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)  
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.

Item 4. The duration of this agreement is: (check one)  Agreement Expires \_\_\_\_\_ [mm/dd/yyyy]  Indefinite Duration

Item 5. Does this agreement amend or renew an existing agreement? (check one)

NO

YES Filing # of the agreement: M504930

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Picray FIRST Name Amy

Title ICTEA Board Member Department ICTEA Board Member

Email treasurer@co.jones.ia.us Phone 319-462-3550

PATRICK F. GILL  
WOODBURY COUNTY  
AUDITOR & RECORDER &  
COMM. OF ELECTIONS  
2016 APR 15 AM 8 21



*Matt Schultz*  
*Secretary of State*  
*State of Iowa*

# 28E Agreement Additional Participants

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**Item 1.** The full legal name, organization type and county of each participant to this agreement are (continued):

	<b>Full Legal Name</b>	<b>Organization Type</b>	<b>*County</b>
Party 6	Audubon County, Iowa	County	Audubon
Party 7	Benton County, Iowa	County	Benton
Party 8	Black Hawk County, Iowa	County	Black Hawk
Party 9	Boone County, Iowa	County	Boone
Party 10	Bremer County, Iowa	County	Bremer
Party 11	Buena Vista County, Iowa	County	Buena Vista
Party 12	Butler County, Iowa	County	Butler
Party 13	Calhoun County, Iowa	County	Calhoun
Party 14	Carroll County, Iowa	County	Carroll
Party 15	Cass County, Iowa	County	Cass
Party 16	Cedar County, Iowa	County	Cedar
Party 17	Cerro Gordo County, Iowa	County	Cerro Gordo
Party 18	Cherokee County, Iowa	County	Cherokee
Party 19	Chickasaw County, Iowa	County	Chickasaw
Party 20	Clarke County, Iowa	County	Clarke
Party 21	Clay County, Iowa	County	Clay
Party 22	Clinton County, Iowa	County	Clinton
Party 23	Crawford County, Iowa	County	Crawford
Party 24	Dallas County, Iowa	County	Dallas
Party 25	Davis County, Iowa	County	Davis
Party 26	Decatur County, Iowa	County	Decatur
Party 27	Delaware County, Iowa	County	Delaware
Party 28	Des Moines County, Iowa	County	Des Moines
Party 29	Dubuque County, Iowa	County	Dubuque
Party 30	Emmet County, Iowa	County	Emmet
Party 31	Fayette County, Iowa	County	Fayette
Party 32	Franklin County, Iowa	County	Franklin
Party 33	Fremont County, Iowa	County	Fremont
Party 34	Greene County, Iowa	County	Greene
Party 35	Grundy County, Iowa	County	Grundy

*\*Enter "Other" if  
not in Iowa*



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# 28E Agreement Additional Participants

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**Item 1.** The full legal name, organization type and county of each participant to this agreement are (continued):

	<b>Full Legal Name</b>	<b>Organization Type</b>	<b>*County</b>
Party 36	Guthrie County, Iowa	County	Guthrie
Party 37	Hancock County, Iowa	County	Hancock
Party 38	Hardin County, Iowa	County	Hardin
Party 39	Harrison County, Iowa	County	Harrison
Party 40	Henry County, Iowa	County	Henry
Party 41	Howard County, Iowa	County	Howard
Party 42	Humboldt County, Iowa	County	Humboldt
Party 43	Ida County, Iowa	County	Ida
Party 44	Jackson County, Iowa	County	Jackson
Party 45	Jasper County, Iowa	County	Jasper
Party 46	Jefferson County, Iowa	County	Jefferson
Party 47	Jones County, Iowa	County	Jones
Party 48	Keokuk County, Iowa	County	Keokuk
Party 49	Kossuth County, Iowa	County	Kossuth
Party 50	Lee County, Iowa	County	Lee
Party 51	Louisa County, Iowa	County	Louisa
Party 52	Lucas County, Iowa	County	Lucas
Party 53	Lyon County, Iowa	County	Lyon
Party 54	Madison County, Iowa	County	Madison
Party 55	Mahaska County, Iowa	County	Mahaska
Party 56	Marion County, Iowa	County	Marion
Party 57	Marshall County, Iowa	County	Marshall
Party 58	Mills County, Iowa	County	Mills
Party 59	Mitchell County, Iowa	County	Mitchell
Party 60	Monona County, Iowa	County	Monona
Party 61	Monroe County, Iowa	County	Monroe
Party 62	Muscatine County, Iowa	County	Muscatine
Party 63	O'Brien County, Iowa	County	O'Brien
Party 64	Osceola County, Iowa	County	Osceola
Party 65	Page County, Iowa	County	Page

*\*Enter "Other" if  
not in Iowa*



*Matt Schultz*  
*Secretary of State*  
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**28E Agreement**  
**Additional**  
**Participants**

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**Item 1.** The full legal name, organization type and county of each participant to this agreement are (continued):

	<b>Full Legal Name</b>	<b>Organization Type</b>	<b>*County</b>
Party 66	Palo Alto County, Iowa	County	Palo Alto
Party 67	Plymouth County, Iowa	County	Plymouth
Party 68	Pocahontas County, Iowa	County	Pocahontas
Party 69	Ringgold County, Iowa	County	Ringgold
Party 70	Sac County, Iowa	County	Sac
Party 71	Scott County, Iowa	County	Scott
Party 72	Shelby County, Iowa	County	Shelby
Party 73	Sioux County, Iowa	County	Sioux
Party 74	Story County, Iowa	County	Story
Party 75	Tama County, Iowa	County	Tama
Party 76	Taylor County, Iowa	County	Taylor
Party 77	Union County, Iowa	County	Union
Party 78	Van Buren County, Iowa	County	Van Buren
Party 79	Wapello County, Iowa	County	Wapello
Party 80	Warren County, Iowa	County	Warren
Party 81	Washington County, Iowa	County	Washington
Party 82	Wayne County, Iowa	County	Wayne
Party 83	Webster County, Iowa	County	Webster
Party 84	Winnebago County, Iowa	County	Winnebago
Party 85	Winneshiek County, Iowa	County	Winneshiek
Party 86	Woodbury County, Iowa	County	Woodbury
Party 87	Worth County, Iowa	County	Worth
Party 88	Wright County, Iowa	County	Wright

\*Enter "Other" if not in Iowa

**INTERGOVERNMENTAL AGREEMENT CREATING  
THE IOWA COUNTY TREASURERS E-GOVERNMENT 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 undersigned counties in the state of Iowa with signature pages to this Agreement (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 5500 Westown Pkwy STE 190, West Des Moines, IA 50266. The contact person for the Alliance shall be the Chair of the Alliance.

**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 purpose of the Alliance is therefore to provide a framework within which the Members can jointly and cooperative 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.
- (E) To engage in any related activity in which an Iowa 28E organization may lawfully be engaged.

#### **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 five members. All members of the Board of Directors are required to be County Treasurers or employees within Treasurer's offices – in each case from a county which is a member of the Alliance. Four members of the Board of Directors shall be elected by the Members, one to be elected each year for a term of 4 years. The initial Board following adoption of this Amendment shall be elected to 1, 2, 3, and 4 year terms respectively. Thereafter, the Board member elected shall serve the full 4 year term. The fifth member of the Board of Directors shall be the Past President of the Iowa State County Treasurers Association (ISCTA). In the even the Past President of the ISCTA is not a member of the Alliance, the ISCTA Executive Board shall appoint any remaining ISCTA Executive Board member, who is a member of the Alliance, to be the fifth member. Should the ISCTA Executive Board not consist of any members of the Alliance, the ISCTA Executive Board shall appoint any member of the Alliance to be the fifth member with such appointee to be confirmed by the Alliance membership. Unexpired Board vacancies shall be filled by appointment of the Alliance Board and the person chosen shall serve until the next annual election at which time an election shall be held for the remainder of the unexpired term.

(B) The Members 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) 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 a 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;
  - (5) To serve as the signatory on the Account and to authorize and facilitate transfers to funds into and out of the Account;

- (6) To establish and administer a system of budgeting, accounting, auditing, reporting and distribution of all Alliance funds in the Account consistent with this Agreement;
- (7) To cooperate with any portal manager contracted by the Alliance consistent with the terms of any contract entered into between the Alliance and a portal manager for the purpose of facilitating the objectives of this Agreement;
- (8) To make and enforce by-laws or rules and regulation for the management and operation of its business and affairs;
- (9) 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;
- (10) To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts of things necessary, convenient or desirable for the purposes of the Alliance or to carry out any powers expressly given by this Agreement;
- (11) To consult with any representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- (12) To receive funds from each Member in the pursuance of the purposes of the Alliance and in accordance with the powers set forth herein;
- (13) To accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State or the Federal Government;
- (14) 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 the Agreement, and the Alliance agrees to respond to like requests 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.

Pursuant to Iowa Code 28E, the foregoing Amended Intergovernmental Agreement Creating the Iowa County Treasurers Egovernment Alliance:

- (a) Consolidates all amendments into a single document.
- (b) The amendments were duly approved in the manner required by the Intergovernmental Agreement and the Bylaws
- (c) The amendments will become effective on the 1<sup>st</sup> day of July, 2010.