

**IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS
REVISED ARTICLES OF AGREEMENT**

WHEREAS, Iowa Northland Regional Council of Governments (“INRCOG”) was founded pursuant to authority granted by Iowa Code Chapter 28H and Iowa Code Section 28E.12

WHEREAS, the counties, cities, towns, and other units of local government subscribing hereto (“INRCOG Members”) wish to adopt Articles of Agreement.

NOW, THEREFORE, BE IT RESOLVED:

I. AUTHORITY

The counties, cities, towns, and other units of local government in the area of jurisdiction of INRCOG enter into this Agreement by virtue of the powers granted to them by Chapter 28H and Section 28E.12 of the Iowa Code.

II. PURPOSES & OBJECTIVES

The purposes for establishing INRCOG are as follows:

- A. To provide a forum of local governments through which common problems of governments can be discussed, evaluated, and recommendations formulated to thus strengthen the effectiveness and efficiency of local government.
- B. To foster, promote, and achieve the objectives of regional and metropolitan planning as provided and set forth in the Iowa Code, including but not limited to those set forth in Iowa Code Chapter 28H.
- C. To allow INRCOG Members to contract with INRCOG to perform any governmental service, activity, or undertaking which said Members are authorized by law to perform.
- D. To provide for an on-going planning program to establish and maintain valid and certified plans meeting the requirements of State and Federal agencies.
- E. To provide for the mechanism to review Federal and State grant and aid programs for counties, cities, and towns within the jurisdiction of this agency, as appropriate

III. MEMBERSHIP AND WITHDRAWAL

- A. Membership: Any county, city, town, or other unit of local government within the regional area defined by the six counties of Black Hawk, Bremer, Buchanan, Butler, Chickasaw, and Grundy Counties may become a member of INRCOG by virtue of adopting a resolution to do so. Said resolution, agreeing to the provisions of this document, shall be delivered to the Secretary of the Council for approval.

- B. Withdrawal: Any INRCOG Member may withdraw their membership hereunder at any time by adopting a resolution to do so and delivering a certified copy thereof to the Secretary of the Council. So far as active participation is concerned, such withdrawal shall be effective upon delivery but shall not relieve the withdrawing party of its obligation to contribute its share of the cost for the year in which the withdrawal occurs, including any outstanding amounts due pursuant to any signed memorandum of understanding or contract for services in effect at the time of withdrawal. Any legislative authority that fails to pay its membership dues within sixty (60) days of the date due may be terminated as a member upon notice from the Secretary of the Council.

IV. ORGANIZATION

The organizational structure of INRCOG shall consist of a Council, and Committees (Executive Committee and Advisory Committees), all as more fully detailed in INRCOG's Bylaws.

V. FINANCING

- A. The costs for maintaining the on-going operation of INRCOG shall be assessed amongst INRCOG Members as follows:
1. Member dues will be based upon a per capita share of the INRCOG budget less that amount derived from State, Federal, or special contract sources. Said per capita share shall represent the population ratio (based upon the most current federal census figures) of municipalities, and in the case of counties, the population residing in unincorporated areas.
 2. The Council will prepare a schedule of dues assessment to be submitted to each member prior to local budget considerations.
 3. Member dues for the year are payable upon approval of membership by INRCOG and thereafter during July of each year.
- B. In the performance of its duties, the Council may cooperate with, contract with, and accept and expend funds from Federal, State, or local agencies, public or semi-public agencies, or private individuals or corporations, and may carry out such cooperative undertakings and contracts. It may enter into other contracts and make expenditures for the purchase of required equipment and supplies and exercise all other powers necessary to carry out the purposes of this Agreement. The expenditures of the Council, exclusive of gifts or grants to the Council or its contract receipts, shall be within the amounts appropriated or provided to the Council by the governing bodies of the area served by the Council who are empowered to determine, agree upon, and appropriate funds for the payment of the expenses of the Council or their respective shares thereof. The governing bodies of the area served by the Council shall cooperate with the Council and may aid the Council by furnishing staff, services, and property.

VI. RESPONSIBILITIES

- A. **INRCOG**. In addition to meeting the requirement described in Article II, INRCOG will be responsible for providing the following services to its Members:
1. INRCOG shall provide such professional and technical services on a regional basis for State and Federal grant and aid projects. These projects require close coordination and cooperation of local government officials and local city and county departments. It shall therefore be incumbent upon local government to assure such cooperation and coordination of local officials.
 2. Planning advisory service may be provided by professional and technical staff of INRCOG upon request by INRCOG Members to assist in matters including but not limited to planning, zoning, housing, community development, transportation, and safety.
 3. Special assistance to INRCOG Members by INRCOG staff to prepare or assist in the preparation of special planning documents or applications. Because of the nature and extent of this service, additional charges may be assessed to the recipient as outlined in a memorandum of understanding or contract.
- B. **INRCOG Members**. INRCOG Members shall be responsible for attending all scheduled meetings, participating in the governance of INRCOG as detailed in the Bylaws, and for all financial requirements set forth herein.

VII RIGHTS & POWERS

In addition to all rights and powers as enumerated in the Iowa Code, including but not limited to those in Iowa Code Section 28E.12 and Iowa Code Chapter 28H, INRCOG and the INRCOG Members shall have those rights and powers detailed in this Agreement and the INRCOG Bylaws, including but not limited to the right to vote at Council meetings and participate in the governance of INRCOG.

VIII. AMENDMENTS

The terms of this Agreement may from time to time be changed or amended by a majority vote of the Members of the Council present in person or by proxy at any regular or special meeting and confirmed by resolution by a majority of the participating governing bodies. If no action is taken for or against said amendment by the participating governing bodies within 30 days of receipt of notice of the amendment, it shall be deemed that favorable consideration or approval has been given by said governing body of such an amendment.

IX. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this Agreement which can be given effect without the invalid provisions or application; and, to this end, the provisions of this Agreement are declared to be severable.

X. TIME OF TAKING EFFECT

The terms of this Agreement shall take place immediately upon adoption by the cooperating governmental bodies.



By: Sharon Juon
Its: Executive Director



Date