

Where upon Board Member \_\_\_\_\_ moved that the following resolution be adopted:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO ADOPT AMENDED JOINT VENTURE AGREEMENT RE: GREENBELT HOME CARE**

**WHEREAS**, Hardin County previously approved by motion the entry of an amended agreement for the joint venture regarding Greenbelt Home Care; and

**WHEREAS**, Hardin County and the other parties have now executed an amended joint venture agreement; and

**WHEREAS**, the joint venture agreement as amended should be formally adopted by resolution under Iowa Code Section 28E.4, and filed with the Secretary of State pursuant to Iowa Code Section 28E.8;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Hardin County, Iowa, that the Hardin County Board of Supervisors adopts the attached Third Amended and Reinstate Articles of Amendment of Joint Venture Agreement For the Creation of Greenbelt Home Care, and further directs the County Auditor to make the appropriate filings with Secretary of State to give effect to this resolution.

The motion was seconded by Board Member \_\_\_\_\_ and after due consideration thereof, the roll was called and the following Board Members voted:

Ayes:  
Nays:  
Absent:  
Abstain: none

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Lance Granzow, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Hardin County Auditor

**THIRD AMENDED AND REINSTATED ARTICLES OF  
AMENDMENT OF JOINT VENTURE AGREEMENT FOR THE  
CREATION OF GREENBELT HOME CARE**

This Third Amended and Reinstated Articles of Amendment of the Joint Venture Agreement (the "Agreement") for the creation of Greenbelt Home Care (original joint venture agreement dated August 5, 1998, recorded August 12, 1998, Inst. No 2956 in the Year 1998, Office of the Hardin County Recorder and amended the 31, day of March, 2005, and filed with the Secretary of State, April 13, 2005) dated this 18<sup>th</sup> day of ~~December, 2019~~, by and between the following parties, to-wit: February 2020

1. Hardin County, Hardin County Board of Health
2. City of Eldora
3. Greenbelt Home Care

for the purpose of continuing the Joint Venture Agreement for the Creation of Greenbelt Home Care entered into and restating and amending the same, the parties make the following recitations:

WHEREAS, certain Parties entered into an amendment of the Joint Venture Agreement for the Creation of Greenbelt Home Care as of the 31, day in March 2005; and

WHEREAS, the City of Eldora had given written notice of its intention to withdraw as a member of the Joint Venture Agreement and resign all offices held in Greenbelt Home Care, an Iowa non-profit corporation ("GHC") pursuant to the terms and provisions of the original Joint Venture Agreement as amended which membership interest has been reallocated among the remaining voting members of GHC as described herein; and

WHEREAS, the City of Eldora has agreed to withdraw its written notice of intention to withdraw as a member and remain a member of the Joint Venture Agreement as modified herein; and

WHEREAS, the Parties hereto desire to amend the Joint Venture Agreement as amended and restate the Articles of Amendment of the Joint Venture Agreement to accurately reflect the membership and structure of GHC as the same will exist herein; and

WHEREAS the Parties to these Third Amended and Reinstated Articles of Amendment must take steps to elect to continue the operation of GHC prior to the effective withdrawal of the City of Eldora, and have executed this Agreement to presently bind the members of the reconstituted membership and structure of GHC which would otherwise occur as of July 1, 2020.

NOW THEREFORE, in consideration of the mutual promises and other valuable considerations contained herein, the Parties hereto agree as follows:

1. Amendment and Agreement. The Parties hereto agree that these Third Amended and Reinstated Articles of Amendment of the Joint Venture for the Creation of Greenbelt Home Care shall modify and supersede the amendment of Joint Venture Agreement of the Creation of Greenbelt Home Care entered as of the 31<sup>st</sup> day of March, 2005, and shall be effective as to all parties hereto upon execution and shall establish the relationship among and between Hardin County, the City of Eldora and Greenbelt Home Care. All provisions of the Joint Venture Agreement dated March 31, 2005, not herein amended shall remain effective to all Parties hereto. The Joint Venture Agreement for the Creation of Greenbelt Home Care is hereby amended as follows:

- A. Section I (a) of the Joint Venture Agreement as amended is hereby deleted and the following is substituted.

- a) Organization. GHC shall have voting members who shall be Hardin County, Iowa, Hardin County Board of Health and the City of Eldora, Iowa. The members shall have those rights and powers accorded voting members under Iowa Code Chapter 504A and as provided in the Articles of Incorporation and Bylaws of GHC.

- B. Section I (b) of the agreement is hereby deleted and the following is substituted:

- b) Capitalization. Each member shall contribute to the capitalization of GHC in the following percentages (the contribution percentage):

Hardin County, Iowa	99%
City of Eldora	1%

To the extent that GHC requires capital in addition to the initial or subsequent capital contribution, the Parties agree that GHC may obtain, consistent with any applicable member debt, covenants and the terms of its Articles and Bylaws, debt financing for such working capital in such amounts and on such terms as shall be necessary to carry out undertakings of GHC under this Agreement, including receiving loans from members.

- C. Section I (C) of the Agreement is hereby deleted and the following is substituted:

- c) Loans: No further repayment of notes shall be required as a part of the restructuring of the membership interest, provided, however, that in the event GHC shall elect to require additional funds for operation, Hardin County and the City of Eldora shall first lend additional amounts to GHC in proportion to their respective membership percentages until total amount loaned by all Parties

shall again equal \$54,286.00. The Parties further agree that in the event that any party shall fail to lend GHC the amount determined under this paragraph as required shall have its membership contribution reduced by the amount failed to be loaned by said party to GHC and that the resulting directorship of the said party shall be reduced proportionally. Any payments made available by GHC to pay off loans shall be paid to the Parties with respect to the amount loaned by that party proportionally rather than based upon the membership interest of such party.

D. Section 6 of the Joint Venture Agreement as amended is hereby deleted and the following is substituted:

6. Dissolution: GHC may be dissolved in accordance with the laws of the State of Iowa. In the event of dissolution, all assets, real and personal, shall be distributed in accordance with Iowa Code Section 504A.48. After the distribution of assets pursuant to Iowa Code Section 504A.48(1), 504A.48(2) and 504A.48(3), any remaining assets of the corporation shall be transferred to the then existing members which have made capital contributions to GHC in pro rata shares based upon their respective contribution percentages (as defined in the Joint Venture Agreement and amended) if such organizations are qualified as tax exempt under Section 501(C)(3) of the Internal Revenue Code or such organizations then qualify as a governmental unit under section 170(c) of the Internal Revenue Code, or corresponding provisions of future United States Internal Revenue law, provided, that if any member is not so existing and qualified, such asset shall be distributed to the legal successor of each such member if such legal successor is so qualified. In the event that the members or their respective legal successors are not existing and so qualified, the remaining assets if any shall be disposed of by transfer to one or more corporations, associations, institutions, trust or foundations organized and operated for 1 or more of the purposes of this corporation, and described in section 501(C)(3) of the Internal Revenue Code of 1986, or the State of Iowa of any political subdivision thereof for exclusively public purposes, in such proportions as the members of the corporation shall determine. Notwithstanding any provisions herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by this corporation upon trust or other condition, or subject to an executory or special limitation, and such property, upon dissolution of the corporation shall be transferred in accordance with the trust, condition, or limitation with respect to it.

- E. Section 10 of the Joint Venture Agreement of August 5, 1998 is hereby amended by deleting the notice information for Amicare Management Services, North Iowa Mercy Health Center, Eldora Regional Medical Center and Ellsworth Municipal Hospital d/b/a Hansen Family Hospital. The designation of a representative for Hardin County in the notice provision is hereby modified to provide that notice to Hardin County and the City of Eldora shall be addressed as follows:

Hardin County Board of Supervisors  
c/o Hardin County Auditor  
Hardin County Court House  
Eldora, IA 50627

City of Eldora  
1442 Washington  
Eldora, IA 50627

- F. Section 14 of the Joint Venture Agreement is hereby deleted and the following is substituted in lieu thereof:

Third Party beneficiary: This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever increase the rights of any third-party or create any rights or remedies on behalf of any third-party with respect to GHC, Hardin County, Hardin County Board of Health, or the City of Eldora.

- G. Required filings of Amendment: Effective date of Amendment. The Parties hereto acknowledge that GHC is responsible for filing this Amendment with the Hardin County Recorder's Office and with the Iowa Secretary of State. Pursuant to Chapter 28E of the Iowa Code, this Amendment shall not be effective until all filings required are completed.

- H. Paragraph Three (3) of the Joint Venture Agreement of August 5, 1998 is hereby deleted in its entirety.

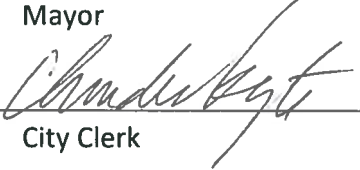
IN WITNESS WHEREOF, the Parties hereto have executed these Third Amended and Restated Articles of Amendment of Joint Venture Agreement for the Creation of Greenbelt Home Care this 18<sup>th</sup> day of ~~December, 2019~~ <sup>February, 2020</sup> and certify that the governing bodies of each member have authorized the execution of the foregoing.

**Hardin County**

BY:   
Hardin County Supervisor

**City of Eldora**

BY:   
Mayor

BY:   
City Clerk

**Hardin County Board of Health**

BY:   
Chairperson

**Greenbelt Home Care**

BY:   
Authorized Officer