
City Administrator Report to Mayor & City Council

March 06, 2015, Edition No. 164

WEEKLY UPDATE:

1. Budget: Reminder that the public hearing for the FY 2015/16 Budget will be held on March 12th in lieu of the 5th due to the Muscatine Journal's error in not posting legal notices this past weekend.
2. IEDA: Attached is Iowa Economic Development Authority Director Debi Durham's presentation from the 2015 Legislative Day and Economic Development Workshop
3. Mississippi Drive: Staff is preparing the RFQ for Mississippi Drive with a target date for release of the RFQ on March 13th. Dan Burden's team will be doing a quick peer review of the RFQ for us.
4. Trail: Staff is dealing with numerous issues related to the current trail route (easements, water issues, costs, etc.). We are working on a revised route that should address these issues and bring the costs down as well as enhance our CAT grant application. We will bring the revisions to an upcoming in-depth session for council review. This will affect the timing of the bid and construction.
5. Mississippi Drive: We continue to meet resistance from IDOT and FHWA as it relates to the environmental work and specifically the MOA. The MOA will add additional costs onto the Mississippi Drive Corridor Project. The vibration monitoring alone is estimated at \$150,000. I have attached a copy of the city's comments (through the city attorney) to give you a better understanding of the issues. In short, we do not feel that the project is "federalized" as going forward, the project is wholly locally funded. I have contacted our federal staffer as well to look into the matter.
6. MUSCOM: I have attached the original contract and the two current drafts of the MUSCOM agreement. A third draft is being prepared by the County. Per Sherri Seright - Staff is working with the Board of Supervisors to address their concerns with the agreement written by Gregg and Alan (Ostergren) and to include the language they feel should be included the final draft. Once we have completed that process, the Board will be requesting a joint meeting with the Muscatine City Council to finalize an agreement.
7. Leadership Summit: Per the league - The Iowa League of Cities invites you to attend the 2015 Leadership Summit. The Leadership Summit will take place April 10-11, 2015, and will provide elected and appointed city leaders an opportunity to gather and discuss challenges facing our cities. The event will focus on how leadership at the local level can better address contemporary issues in local government. This event will also provide 10 credits towards the Certified Elected Municipal Official (CEMO) program. Location: The Holiday Inn Downtown-Mercy Campus will serve as the location for this two-day event. The hotel is located right off I-235 (1050 6th Ave, Des Moines, IA). Cost: \$125, includes dinner and continental breakfast Moneyball for Cities - A Keynote Presentation on Friday has been arranged as

a result of a collaboration with the Harkin Institute for Public Policy and Citizen Engagement at Drake University. The session is titled "Moneyball for Cities" and has been designed to help cities make more informed budgetary decisions using data, evidence and evaluation to improve outcomes for communities. Schedule at a Glance: Friday, April 10, 2015: The event will start at 1:00 p.m. with educational sessions throughout the afternoon, the day's events will conclude with an opportunity to get to know other attendees while enjoying dinner and experiencing one of the best views of downtown Des Moines. Saturday, April 11, 2015: Following a continental breakfast, attendees will reconvene at 8:30 a.m. for additional educational sessions; presentations will conclude by Noon.

- a. Registration: <http://www.zapevent.com/listactivities.aspx?eventid=6806>
- b. Tentative Agenda: https://www.iowaleague.org/_layouts/media/leadership/agenda.pdf

8. In-Depth: Upcoming In-Depth Sessions
 - a. MARCH
 - i. Budget - amended and proposed
 - ii. Outdoor dining ordinance
 - b. APRIL
 - i. CIP (Annual Update)
 - ii. Schedule and process for Zoning Ordinance
 - iii. Sidewalk Policy Draft



Iowa is on the Rise
February 2015

Debi Durham
Director
Iowa Economic Development Authority

Governor's Growth Agenda



**200,000
PRIVATE SECTOR JOBS**

**INCREASE FAMILY
INCOME 25%**



**CUT THE COST OF
STATE GOVERNMENT BY
15%**



**MAKE IOWA THE
"HEALTHIEST STATE"**

**RE-ESTABLISH
IOWA'S WORLD CLASS
EDUCATIONAL SYSTEM**



New Economic Development Model



Partnership for Economic Progress

Comprised of Individuals Within the Private Sector or with Expertise in Economic Development

-Develops a Comprehensive Economic Development Strategy
-Created by Executive Order

(Sector Chair)

PRIVATE

- Creating better private/public partnerships
- Restructuring IEDA and streamlining funding process



Perform Economic Development Duties of the former Department of Economic Development

Economic Development Authority Staff



Foster the Development of the Innovation Ecosystem

Corporation Staff

IASOURCELINK MARKETING STRATEGY CERTIFIED SITES
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FINANCIAL SERVICES
INNOVATION INSURANCE ENERGY
INFORMATION TECHNOLOGY **SMALL BUSINESS**
HOME BASE IOWA SUSTAINABILITY INGREDIENTS
INTERNATIONAL PRESENCE DEVELOPMENT READY
TOURISM **BIOSCIENCES**
RESULTS TRANSPORTATION BIOFUELS FOOD
ADVANCED MANUFACTURING
BUSINESS DEVELOPMENT **GROWTH STRATEGY**
MAIN STREET **INFRASTRUCTURE**
WORKFORCE ECONOMIC OUTLOOK
PHARMACEUTICALS
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Industry Cluster Performance

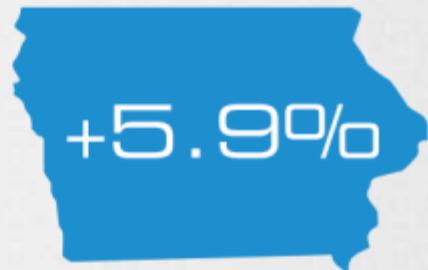
- Iowa's industry clusters are driving the state's economy and are robust, diverse and have statewide impact.

												
ADVANCED INDUSTRY SPECIALIZATION	✓	✓		✓	✓		✓		✓	✓	✓	✓
HIGHER PRODUCTIVITY THAN U.S.	✓	✓	✓	✓	✓		✓		✓		✓	
LARGE ECONOMIC MULTIPLIER	✓		✓	✓	✓	✓		✓	✓			✓
COMPETITIVE JOB GROWTH	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓

Situation Analysis

- Iowa has made substantial economic progress over the last decade, resulting in positive trends:

**FROM 2007 to 2013,
IOWA'S ECONOMIC OUTPUT HAS
OUTPACED
THE NATIONAL GROWTH**
(INFLATION-ADJUSTED)



FROM 2007 to 2013, IOWA'S
**NONFARM PERSONAL INCOME
HAS GROWN**

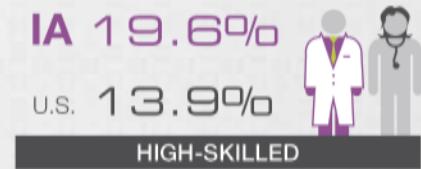
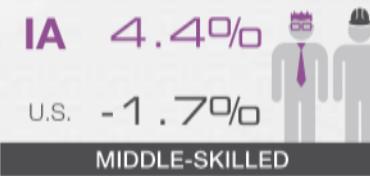


Job Growth and Workforce

Strengths

- Middle- and high-skilled occupations growing faster than the national average
- Producing more STEM graduates than ever before

FROM 2004 TO 2013 IOWA
OUTPERFORMED
THE NATION IN GROWTH OF
MIDDLE AND HIGH-SKILLED JOBS



FROM 2009 TO 2012,
IOWA HAD AN INCREASE
IN STEM-RELATED POST-SECONDARY DEGREES

Innovation and Entrepreneurship

■ Strengths

- Increase in industrial and university R & D outpacing national growth
- Growth of activities to spur entrepreneurship showing positive results

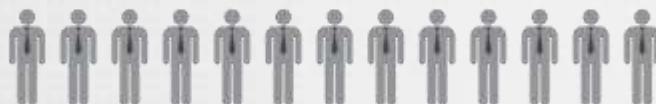


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HOME BASE IOWA SUSTAINABILITY INGREDIENTS
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Results

Total Capital Investment:

\$9,561,906,389



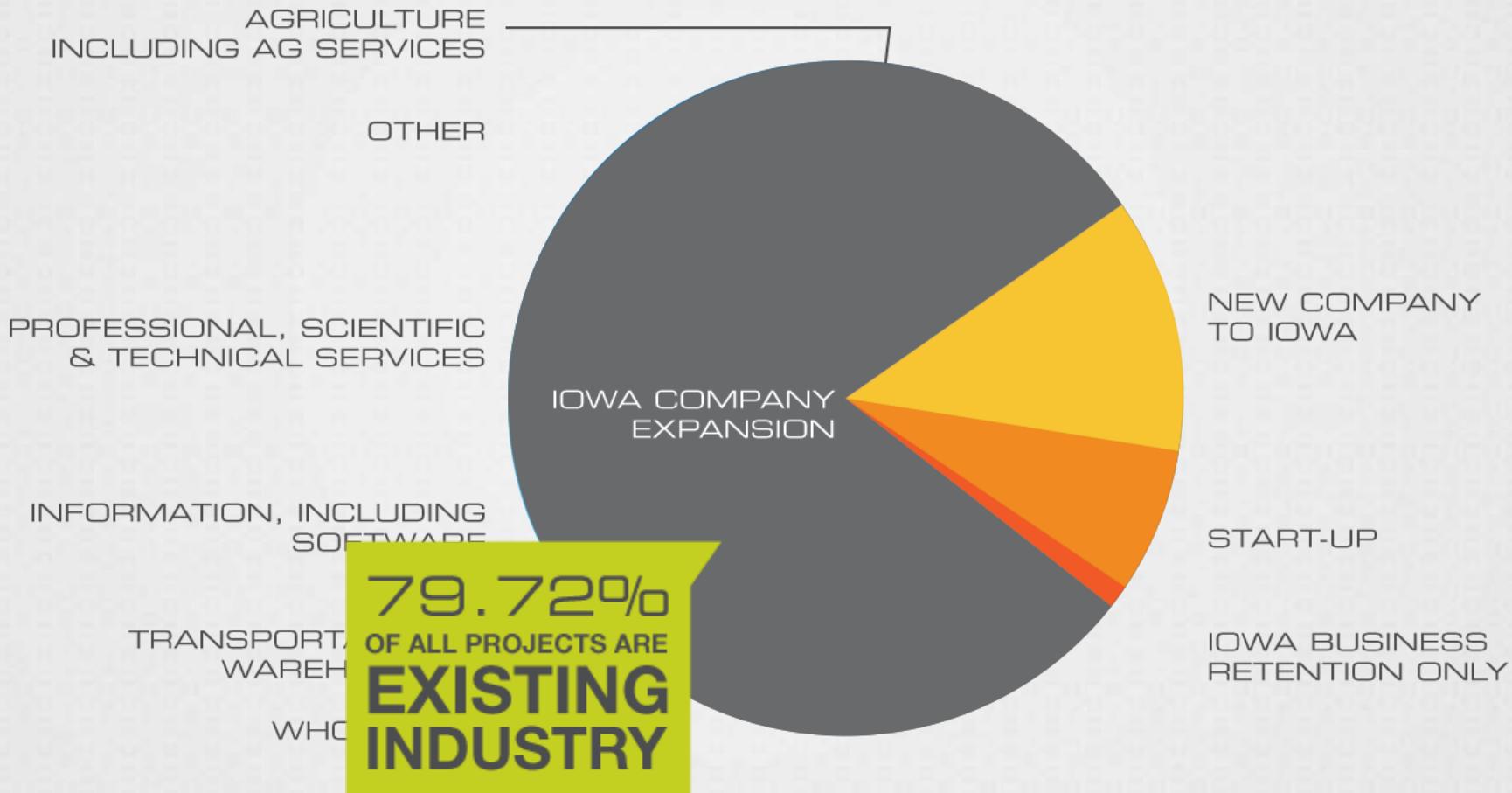
32,491
DIRECT AND INDIRECT
JOBS EXPECTED
IN IOWA ECONOMY

FY 2011
THROUGH
OCT. 2014



4.6 RETURN

Project Industry Sectors and Breakdown



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SMALL BUSINESS

INFORMATION TECHNOLOGY **EDUCATION**
HOME BASE IOWA SUSTAINABILITY INGREDIENTS

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Iowa's Public Entrepreneurial Funding Continuum



- Accelerate the development of Iowa's emerging entrepreneurial eco-system



Innovation Funding

Battelle
The Business of Innovation

**ADVANCED
MANUFACTURING**
\$4.69 Million

- Improve angel investor seed-stage funding incentives

**INFORMATION
TECHNOLOGY**
\$7.07 Million

Iowa Economic Development Authority – January 2011 through August 2014

Proposed FY16 Tax Credit Programs

- IEDA is currently authorized to issue up to \$2 million in investment tax credits per year for investments in “qualifying businesses and community based seed funds”
- Together, these two credits are sometimes referred to as “angel credits”
- Improve Angel Investor tax credit program
 - Increase credit percentage from 20% to 25%
 - Make credits refundable
 - Focus the credits on individual angel investors, not institutions
 - Simplify eligibility and eliminate the “community-based seed fund” feature
 - Cap individual credit level at \$100,000 per year and simplify cap structure
 - Reduce carry-forward period from five years to three years

Direct Marketing to Prospects

The image is a magazine cover for Forbes. The title 'Forbes' is at the top in a large, bold, white serif font. Below it is a black and white portrait of a smiling man with dark hair. To the left of the man, the text 'OLLAKSON' is in bold, followed by 'PROFESSIONAL TRIATHLETE' and 'CEO OF RÜSTER SPORTS'. The main headline 'INNOVATION IOWA' is in large, bold, yellow capital letters. Below it, the sub-headline 'IOWA IS ATTRACTING HIGH-GROWTH, INNOVATION-BASED STARTUPS.' is in white capital letters. At the bottom left, there is a red vertical bar with the letters 'IOWA.' and 'IOWA STATE UNIVERSITY' written in white. To the right of the man's portrait is a large white rectangular box.

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International Initiatives

GOAL: Increase exports by 20%

- Marketing Assistance, Training and Consultation
- Expand export trade assistance programs (ETAP)
- In-bound delegations
- Trade Missions and FDI
- EB-5 program

Federal Efforts:

- Continue to open access to global markets
- Reduce barriers to trade
 - TransPacific Partnership Pact



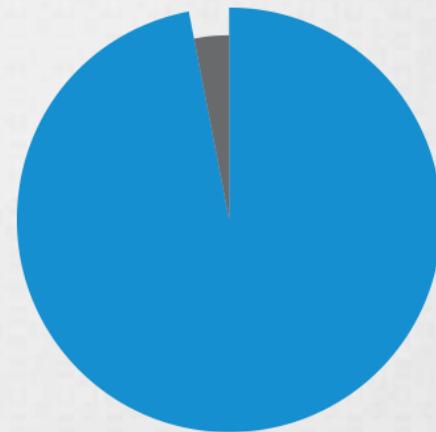
GROWING IOWA'S
GLOBAL
PARTNERSHIPS

International Trade



SINCE 2011,
THE IOWA INTERNATIONAL TRADE OFFICE
HAS ASSISTED
390
COMPANIES

97%
ARE SMALL TO
MEDIUM SIZED
COMPANIES



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Development Ready Communities/Resources

Battelle
The Business of Innovation

- Certified building sites
- • Advancing Iowa's physical infrastructure and regional development capacities
- Iowa Downtown Resource Center / Main Street Iowa
- Sustainability
- Connect Every Acre
- Workforce Housing
- B2B Connections

Certified Site Program

- Announced the first-round certifications
 - Dexter, Fort Dodge, Iowa Falls and Van Meter

**WEST METRO INTERSTATE
AND RAIL PARK**
DEXTER

DIRECT INTERSTATE AND RAIL ACCESS



[+]

**WEBSTER COUNTY
AG CENTER**
FORT DODGE



[+]

**IOWA FALLS/HARDIN COUNTY
INDUSTRIAL SITE**
IOWA FALLS

FEATURES DUAL RAIL ACCESS



[+]

**VAN METER
VISION PARK**
VAN METER

IDEALLY SUITED FOR DATA CENTER



[+]



IOWA CERTIFIED

**READY WHEN
YOU ARE.**



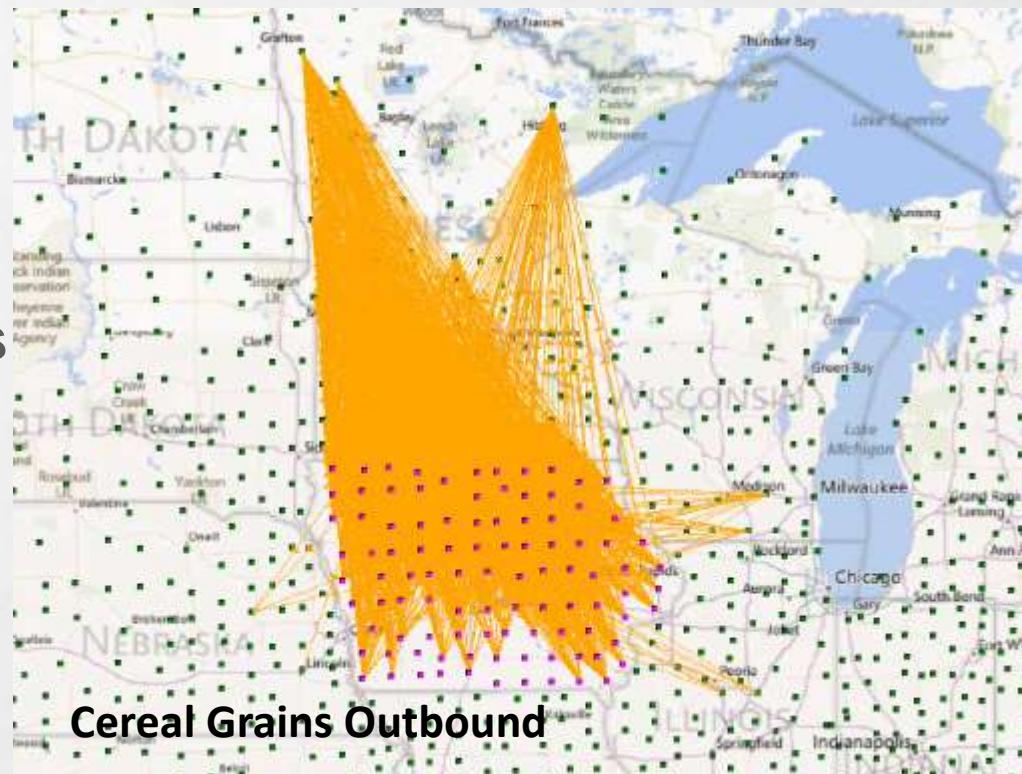
IOWA.
economic development



IOWA

IDOT: Freight Optimization Study

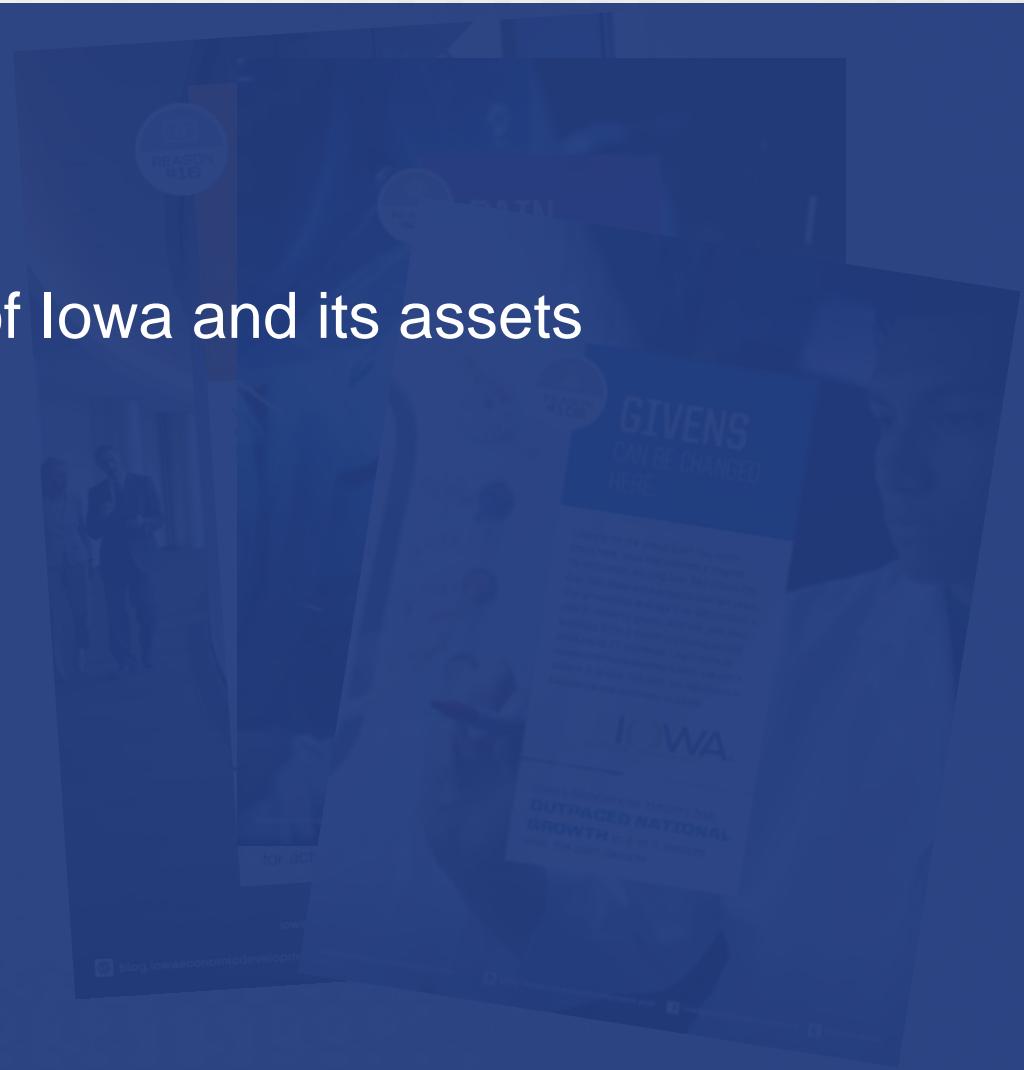
- To transform transportation network, supply chain cost and socio-economic data in a centralized data warehouse
- Combine quantitative information and knowledge together with easy-to-use information access tools
- Assist state government agencies and their customers to make informed operational and investment decisions



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Media Strategy and Creative

- **Battelle** Use industry-specific media to efficiently reach each target audiences
- Boost awareness of Iowa among key industry leaders by using rich media and native advertising on high-profile websites and by using high-impact print ads
- Flight advertising focused around trade shows for each industry and take advantage of bonus distribution at shows to further reach these audiences
 - Improved marketing of Iowa and its assets



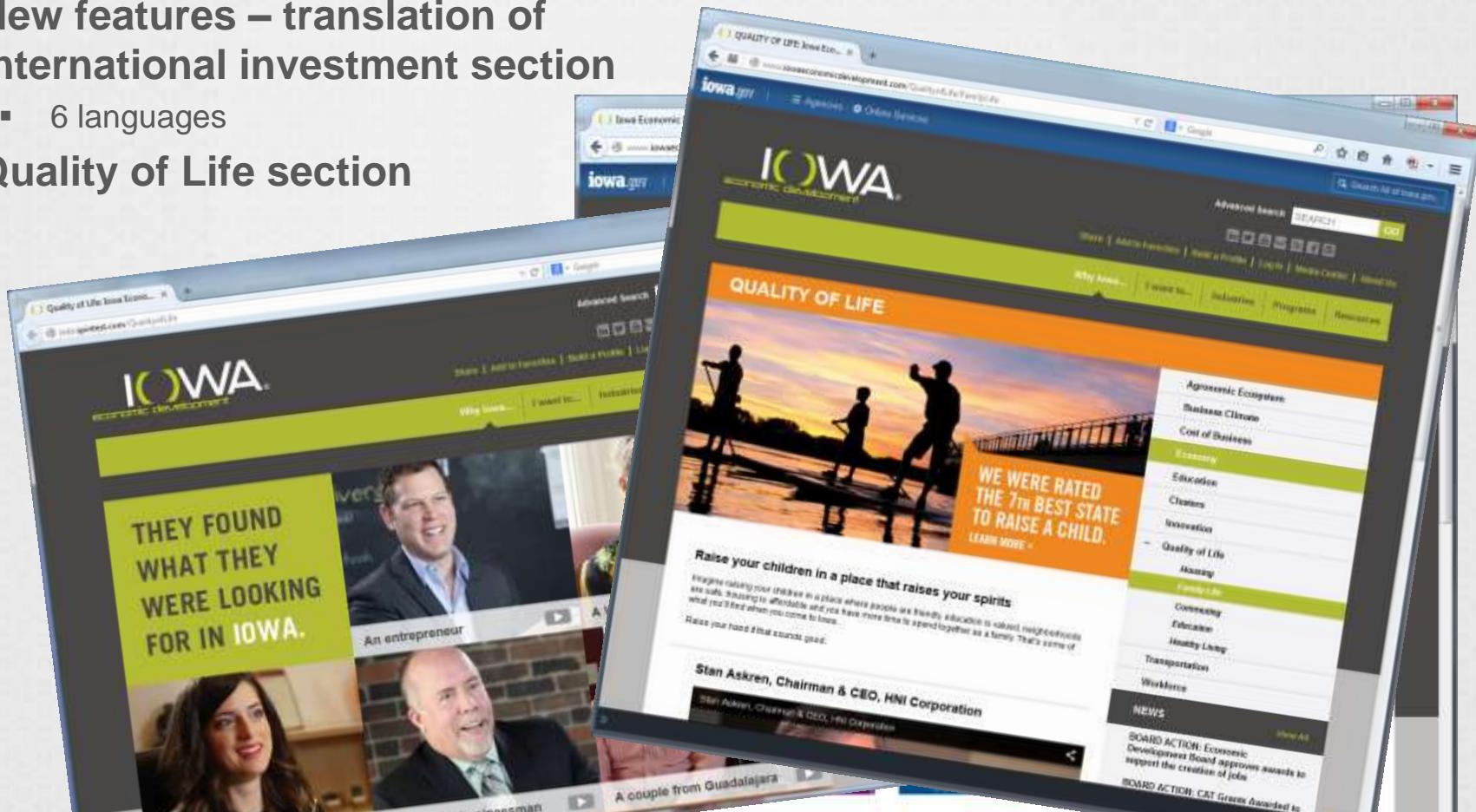
Direct Marketing to Prospects



IOWA

www.iowaeconomicdevelopment.com

- Audience-focused and data-driven
 - Reflects how site selectors search for information
- New features – translation of international investment section
 - 6 languages
- Quality of Life section



Tourism's Role

- **Showcasing Iowa to the world**
- **Highlighting our events and places that make us special**
- **Emphasizing our small businesses**
- **Sharing Iowa-made products**
- **Introducing the unexpected**



#ThisisIowa

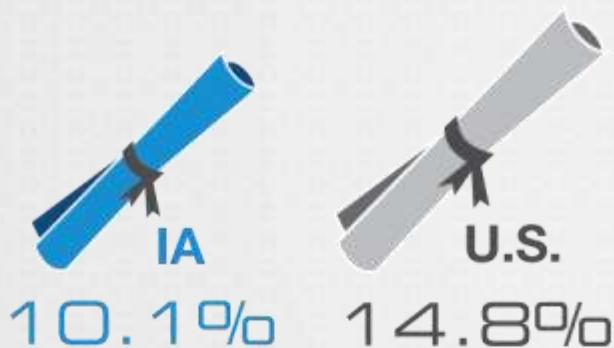


IOWA

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Battelle: By the Numbers

- Iowa's areas of weakness represent points of emphasis for stakeholders and opportunities for policymakers to effect positive changes



IOWA IS WELL BELOW
**THE NATIONAL AVERAGE
IN TOTAL STEM-RELATED
DEGREES AWARDED**

IOWA REMAINS BEHIND THE
U.S. AVERAGE
IN OVERALL LEVEL OF
HIGH SKILLED JOBS



Workforce Challenges



Education & Workforce Training Initiatives



The Business of Innovation

Apprenticeship Programs

- STEM Internship Program
- Create a K-20 industry-education career development partnership

Recruitment Effort

- Promote Skilled Iowa
- Elevate Manufacturing
- Proposed Human Capital Enrichment Center



IOWA

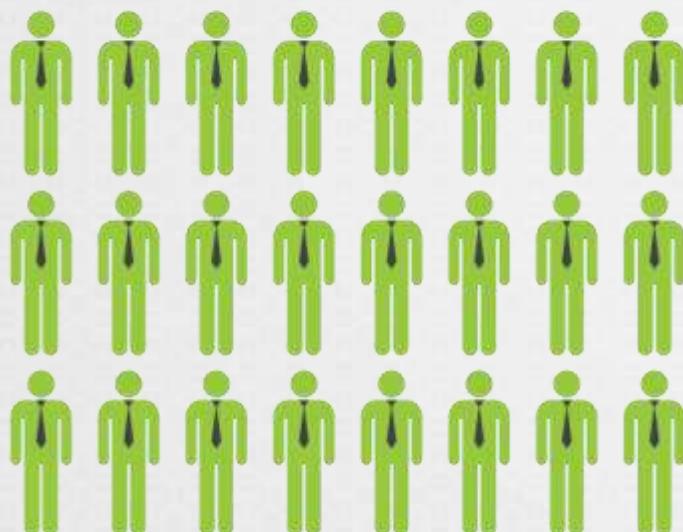
Home Base Iowa

- **A non-profit, private-public partnership that recruits veterans and active duty service members for private-sector job opportunities in Iowa**
- **Broad-based support:**
 - 8 HBI Counties
 - 8 HBI Champs (educational partners)
 - 300 Home Base Iowa businesses, pledging 5,000 jobs for veterans
- **Veterans Hired: 800+**
- **Marketing outreach:**
 - National advertising began in January
 - In-person outreach to military bases around the country
 - Coverage in Military publications



Battelle: By the Numbers

- Iowa's areas of weakness represent points of emphasis for stakeholders and opportunities for policymakers to effect positive changes



USING PROJECTED NATIONAL GROWTH RATES
IOWA'S INDUSTRY CLUSTERS
WOULD ONLY ADD
42,281
JOBS OVER THE NEXT
DECADE

Proposed FY16 Tax Credit Programs

- IEDA is proposing the creation of a new incentive for the production of Renewable Chemicals from biomass feedstocks
- **Proposed Structure:**
 - Incentivizes the production of high-value “building block” chemicals
 - Must be produced from “biomass feedstocks” such as starch, sugar, oil, lignin, etc
 - Must create higher value products from the feedstocks (not available for the production of ethanol, biodiesel, or animal feed)
- **Features:**
 - Part of IEDA’s business tax credit cap (no proposed increase)
 - Annual award amounts limited to \$1 million for start-ups and \$500,000 for established businesses
 - Credit would be refundable, but NOT transferrable
 - Only available to a company for five years

Battelle: By the Numbers



IOWA RANKS
40th
IN BUSINESS TAX CLIMATE

Proposed FY16 Programs

■ Transportation Funding

- Legislation to increase funding for transportation infrastructure in Iowa is moving through the Iowa House and Senate
 - Two bills, one for each Chamber
 - Both propose an increase of the gas tax by \$.10/gallon

■ Broadband Funding

- The Governor proposed “Connect Every Acre” legislation to provide widespread internet access to our citizens, farms, schools, businesses and communities
 - The bill provides property tax incentives for broadband infrastructure, including a 100% exemption for three years
 - Authorizes a new grant program (\$5 million) to specifically target improving internet access across the state of Iowa



Iowa is on the Rise
February 2015

Debi Durham
Director
Iowa Economic Development Authority



ATTORNEYS & COUNSELORS at LAW

MATTHEW S. BRICK
ERIN. M. CLANTON
ATTORNEYS

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F: 515-274-1488

Matt.Brick@brickgentrylaw.com
Erin.Clanton@brickgentrylaw.com

February 23, 2015

Libby Wielenga
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010
VIA EMAIL ONLY: libby.wielenga@dot.iowa.gov

**Re: City of Muscatine, Iowa—Mississippi Drive Corridor Project
STP-U-5330(614)-70-70
Section 106 process**

Dear Ms. Wielenga:

As you know, we represent the City of Muscatine, Iowa (the “City”) with regard to the above-mentioned project. We have been forwarded a copy of the most recent Memorandum of Agreement between the Federal Highway Administration and the Iowa State Historic Preservation Office and have been asked to comment on the same.

As an initial matter, it is important to note that, as no federal funding is currently available, the construction of the Mississippi Drive Corridor Project (the “Project”) will be completed entirely with local dollars. Thus, it is the City’s position that this Project is not governed by the regulations of Section 106 of the National Historic Preservation Act, 54 U.S.C. §306108 (the “Act”), or its implementing regulations at 36 C.F.R. §800. The text of Section 106 provides that “the head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or federally assisted undertaking in any state...*shall, prior to the approval of the expenditure of any Federal funds on the undertaking...*take into account the effect of the undertaking.” *See* 16 U.S.C. §470(f) (emphasis added). The text indicates that to have a qualifying level of jurisdiction over the undertaking, the federal agency must have some degree of power to approve or otherwise control the expenditure of federal funds on that undertaking. Indeed, the evident purpose of Section 106 is to ensure that before federal funds are expended on an undertaking, the federal agency has taken into account the undertaking’s potential impact on surrounding historic resources. *See, e.g., Bus. & Residents Alliance v. Jackson*, 430 F.3d 584 (2nd Cir. 2005) (“the process by which [the] funds were allocated took place entirely at the state and local level” and thus “no federal agency has jurisdiction over the [project], and that Section 106 of the NHPA is therefore inapplicable to the project.”); *Lee v. Thorburgh*, 877 F.2d 1053 (D.C. Cir. 1989) (“An agency with jurisdiction over a federal or federally-assisted project must comply [with Section 106] *before approving funds for it.*”) (emphasis added); *Sheridan Kalorama*

Historical Ass 'n v. Christopher, 49 F.3d 750 (D.C. Cir. 1995). If the federal agency has no direct or indirect power to effectuate the results of the Section 106 review by making a resultant funding decision, then such a review will be merely an empty exercise. *See Bus. & Residents Alliance*, 430 F.3d at 592.

The FHWA and the IDOT have asserted that this Project is “federalized” and therefore subject to the provisions of the Act; however, the case law set forth above refutes this argument. Further, paragraph 16 of the General Agreement Provisions for the use of Federal Highway Funds provides that “*If federal funding is requested for construction* performed by local agency forces, the Recipient will follow the procedures...” No federal dollars are anticipated for the construction of the Project, and thus, neither the FHWA nor the IDOT sit in a position to control the expenditure of funds. No authority has been presented to the contrary.

Thus, the City would request that the following revisions be made to the Memorandum of Agreement prior to execution of the same:

1. The first “Whereas” clause be amended to state that “the FHWA **may** fund the City of Muscatine’s Mississippi Drive Corridor Reconstruction Project....”.
2. Add the following sentence to Article III of the MOA: “The terms of this Agreement shall only be applicable to the City of Muscatine in the event that Federal funds are utilized with respect to construction of the Mississippi Drive Corridor Project. In the event Federal funds are not utilized for construction, this MOA shall be null and void.”

Upon incorporation of the preceding clauses, please circulate the MOA for execution. If you have any questions about the foregoing, please don’t hesitate to contact us.

Sincerely,


Erin M. Clanton



Matthew S. Brick



Document#: 2009-04501

Page: 1 of 007

Date:

07/14/2009 @ 01:17 PM

Document Type:

MIS

Fee: Paid NO FEE

Real Estate Transfer Tax:
\$0.00

Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Recorder's Cover Sheet
TITLE OF DOCUMENT:

AMENDED AND RESTATED ARTICLES OF AGREEMENT

Preparer Information:

(name, address, phone number)

Muscatine County Administration
414 E 3rd St,
Muscatine, IA 52761

Taxpayer Information:

(name, address)

N/A

Return Address:

(name, address)

Muscatine County Administration
414 E 3rd St,
Muscatine, IA 52761

Grantor(s):

Grantee(s):

Muscatine County Joint
Communications Commission

Legal description:

(or page number location)

AMENDED AND RESTATED ARTICLES OF AGREEMENT

MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION

The following Articles of Agreement shall establish and govern the creation and operation of the Muscatine County Joint Communications Commission.

ARTICLE I NAME

Section 1. Name. The official name of this organization shall be the Muscatine County Joint Communications Commission.

ARTICLE II LEGAL STATUS

Section 1. The Commission shall be a voluntary joint undertaking of the County of Muscatine and the City of Muscatine located in Muscatine County, Iowa, pursuant to Chapter 28E of the Code of Iowa (2009).

Section 2. It is the intent of the parties hereto that the Commission created by this agreement shall be a separate legal entity.

ARTICLE III COMMENCEMENT OF OPERATIONS

Section 1. The Commission shall commence existence upon the approval of this agreement by the parties hereto, and its recording with the County Recorder of Muscatine County, Iowa and the office of the Secretary of the State of Iowa, all as required by law.

ARTICLE IV DURATION

Section 1. The duration and existence of this Commission shall be perpetual, unless terminated or dissolved as provided in this agreement.

ARTICLE V PURPOSE

Section 1. The Commission shall provide to all residents of Muscatine County, Iowa law enforcement, fire and other emergency communication services, and establish an efficient, centralized communications system designed to enhance the protection of persons and property within the county. The area served shall include property and persons both within and without corporate boundaries of cities within Muscatine County.

ARTICLE VI POWERS AND DUTIES

Section 1. Powers. This Commission shall have the power to do all things necessary to carry out the purposes set forth herein, insofar as the same is not in conflict with any of the existing laws within the State of Iowa.

Section 2. Duties of the Commission.

- a. The Commission shall provide the members thereof with emergency communications services in the areas of law enforcement, fire, civil defense/disaster, and other emergency services, in consideration of funds received from local tax dollars, or the applications of grants of funds as may become available

from any federal or state agency now created or hereinafter created offering assistance in the area.

b. The Commission shall adopt such policies and procedures as are necessary for the proper operation of the Commission, and shall provide all members with copies of said policies and procedures.

ARTICLE VII FINANCING

Section 1. In the performance of its duties, the Commission shall be financed by the supplemental general county services levy pursuant to Iowa Code Section 331.424.1(j) for the maintenance and operation of a local emergency management agency established pursuant to Iowa Code Chapter 29C. The Commission may cooperate with, contract with and accept and expend funds from federal, state, or local associations, public or semi-public, or private individuals or corporations, and may carry out other cooperative undertakings and contracts, so long as the same are consistent with the purposes of the Commission.

Section 2. Muscatine County shall provide the following ministerial services to the Commission: payroll and benefits administration; accounts receivable; and accounts payable. These services shall be considered a donation to the Commission by Muscatine County, the value of which services shall not be 'set off' against the financial obligation of the County under this agreement.

Section 3. The Commission may enter into all necessary contracts and make expenditures as they deem in the best interest of its members, jointly and severally, and to carry out the purposes and duties as set forth in this agreement.

Section 4. The Commission shall submit a proposed annual budget, and any proposed amendment thereto, to both the City Council and the County Board of Supervisors for review and approval, which approval shall be certified to the Commission within one month after receipt of the Amendment.

ARTICLE VIII MEMBERSHIP

Section 1. The members of the Commission shall consist of Muscatine County, Iowa and the City of Muscatine, Iowa.

Section 2. Members – Method of Joining.

a. Each member shall pass a resolution approving these Articles of Agreement and announcing its intent to become a member of the Commission.

Section 3. Member - Representation. 2 representatives shall be appointed by each member of the Commission, and shall continue in office until such time as the secretary of the Commission has received a resolution which appoints a new representative.

Section 4. Duration of Membership. A member of the Commission shall continue its membership until such time as (a) the member terminates its membership herein, as hereinafter provided or (b) this Commission is dissolved, as hereinafter provided.

Section 5. Membership – Termination. A member of the Commission may withdraw from the Commission in the following manner:

- a. Withdrawal from the Commission may be accomplished only by the adoption of a resolution by the governing body of the member.
- b. The withdrawal of a member from the Commission shall be effective upon receipt by the Chair of the Commission of a certified copy of said resolution.
- c. Termination of membership as above set forth shall not relieve the withdrawing member of the obligation for payment of its share of expenditures previously authorized by the Commission for the balance of the fiscal year in which the withdrawal occurred.

ARTICLE IX OFFICERS, MEETINGS, EMPLOYEES AND VOTING.

Section 1. Officers. The Commission shall elect a Chair and Vice Chair immediately upon the adoption of this agreement, to serve for the balance of the calendar year. Thereafter, a Chair and Vice Chair shall be elected at the first Commission meeting of each calendar year. The Chair and Vice-Chair shall not be representatives of the same member; the Chair shall alternate annually between representatives of each member.

Section 2. Secretary. The Commission shall appoint a secretary at the first Commission meeting of each calendar year.

Section 3. Meetings. The Commission shall meet not less than twice each year and at times as the Chair and /or Vice Chairman shall call such meetings of this Commission.

Section 4. Employees. The Commission may employ only the number of employees and staff that are specifically authorized by the members.

Section 5. Voting. Each member of the Commission shall have the right to vote on Commission business. Each member shall have two votes, one vote for each of its appointed representatives. A vote may only be cast by a duly appointed representative.

ARTICLE X DISPATCH CENTER AND EQUIPMENT

Section 1. Dispatch Center. The Dispatch Center shall be in a designated room in the City of Muscatine Public Safety Building located at 312 East Fifth Street in Muscatine, Iowa. These premises, together with utility costs associated therewith, shall be considered a donation to the Commission by the City of Muscatine, the value of which services shall not be 'set off' against the financial obligation of the City under this agreement.

Section 2. Equipment. The Muscatine County Joint Communications Commission will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, all console control stations, HVAC equipment that is located in the dispatch center, all console furniture, all radio and telephone recording equipment, fax machine and shredder; base station radio systems including antennas and coax for the communications channels of Law Enforcement Mutual Aid, Statewide Fire Mutual Aid, Point to Point, and State LEA. The Muscatine Police and Fire Departments are responsible for the purchase and maintenance of all handheld, mobile, and base station units and their associated antenna systems on 800 MHZ digital for police and fire operations, and their additional

TAC frequencies. The Muscatine County Sheriff's Department is responsible for the purchase and maintenance of all handheld, mobile and base station units and their associated antenna systems on Sheriff's Department operations, Information Channel, Muscatine County Fire, and MCSO2 DVP frequency. The City of Muscatine will retain ownership, control, and maintenance responsibilities of the communications tower located at the Public Safety Building. The Muscatine County Sheriff's Department will retain ownership, control, and maintenance responsibilities over the communications tower located at the former County Home facility on Houser Street.

ARTICLE XI POLICIES AND PROCEDURES

Section 1. The Commission shall adopt policies and procedures for the operation of the Commission and the transaction of business.

Section 2. The Commission shall keep a record of all of its resolutions, transactions, findings and determinations, which record shall be a public record.

Section 3. Policies and procedures so adopted may be repealed, amended or modified by the Commission.

ARTICLE XII MANAGEMENT CONTROL

Section 1. Directing Board. The Directing Board shall consist of the Muscatine County Sheriff, The Muscatine City Police Chief, and the Muscatine County Civil Defense Director. The Chair of the Directing Board shall rotate among the three members on an annual basis; Sheriff to Police Chief, to Civil Defense Director.

Section 2. Purpose and Authority. The Directing Board shall assume management control of the operations of the Joint Dispatching functions in order to carry out the purpose of this agreement. The Directing Board shall have the authority to set and enforce 1) priorities; 2) standards for the selection, supervision, and termination of personnel; and 3) policy governing the operation of computers, circuits and telecommunications terminals used to process, store, or transmit criminal history information. Management control includes, but is not limited to, the supervision of equipment, systems design, programming, and operating procedures necessary for the development and implementation of the computerized criminal history program.

Section 3. Withdrawal for purposes of IOWA System. If, in the opinion of the Sheriff or the Chief of Police, it becomes necessary for that law enforcement agency to withdraw from participation in the Commission in order to continue access to the IOWA System, such withdrawal may be accomplished by the delivery of written notice thereof to the Chair of the Commission and the other members of the Directing Board. To the extent allowed by the Iowa Public Safety Commissioner, such withdrawal may be limited to the access to computerized criminal history as accessed through the IOWA System.

ARTICLE XIII- DISSOLUTION

Section 1. In the event one of the members withdraws from the Commission, the Commission shall be considered dissolved.

Section 2. Upon dissolution of the Commission, the equipment originally contributed by a member shall be returned to that member. Any equipment purchased by the Commission shall be appraised and distributed to the members in order that the

members can re-establish its own communication system, such distribution, to the extent possible, being 45% in value to the City of Muscatine and 55% in value to the County of Muscatine for equipment purchased after April 28, 2004 and before July 1, 2009. Equipment purchased after June 30, 2009, shall be appraised and distributed, to the extent possible, equally to the members. In the event the distribution of the equipment purchased by the Commission results in a member receiving equipment in value exceeding its allocated percentage, that member shall make payment to the other member in the amount which results in the members receiving the allocated value.

ARTICLE XIV - AMENDMENTS.

Section 1. This Joint Agreement may be amended at any regular meeting or at a special meeting of the Commission called for the purpose of amending the Joint Agreement, provided the proposed amendment in written form is delivered to all the representatives not less than one month prior to the date of the regular meeting or special meeting, upon a unanimous vote of the representatives. The Amendment approved by vote of the representatives shall be submitted to all the Members for review and approval by a vote of the governing body of each member, which approval shall be certified to the Commission within one month after receipt of the Amendment.

MUSCATINE COUNTY

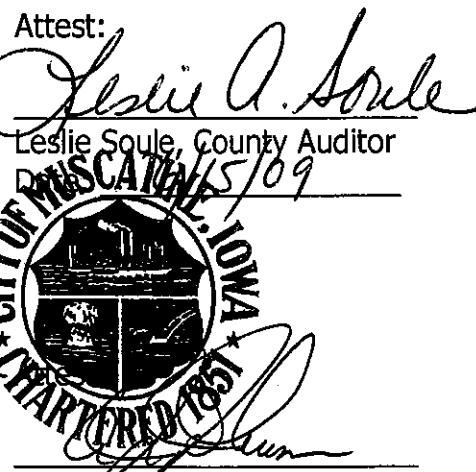
Wayne Shoultz
Wayne Shoultz, Chair
Muscatine County
Board of Supervisors
Date: 6/15/09



CITY OF MUSCATINE

Richard W. O'Brien
Richard W. O'Brien, Mayor
Date: June 4, 2009

Attest:



A. J. Johnson, City Clerk
Date: June 4, 2009



STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 15th day of June, 2009, before the undersigned Notary Public personally appeared Wayne Shoultz and Leslie Soule, to me personally known, and who being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor, respectively, of the County of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board

of Supervisors, as contained in Resolution No. 114 adopted by the Board of Supervisors under Roll Call No. 114 of the Board of Supervisors on the _____ day of _____, 2009, and that Wayne Shoultz and Leslie Soule acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Sarah Downey
Notary Public in and
for the State of Iowa

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 4th day of June, 2009, before the undersigned Notary Public personally appeared Richard W. O'Brien and A. J. Johnson, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Document No. 90848-0609 adopted by the City Council under Roll Call No. 20577 on the 4th day of June, 2009, and that Richard W. O'Brien and A. J. Johnson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Fran Donelson
Notary Public in and
for the State of Iowa

Approved:

SHERIFF OF MUSCATINE COUNTY

David White

David White
Date: 05-22-09

Approved:

CITY OF MUSCATINE
CHIEF OF POLICE

Gary Coderponi
Gary Coderponi
Date: 5/22/09

AMENDED AND RESTATED ARTICLES OF AGREEMENT
July 2015

MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION

The following Articles of Agreement shall establish and govern the operation of the Muscatine County Joint Communications Commission effective July 1, 2015.

Definitions:

MUSCOM: Muscatine County Joint Communications Center

P25: A recognized set of national standards for public safety radio communications

APCO: Association of Public Safety Communications Officials

FD: Fire Department

PD: Police Department

SO: Sheriff's Office

CAD: Computer Aided Dispatch

End User: The user of a radio, mobile or portable

ARTICLE I **NAME**

Section 1. Name: The official name of this organization the Muscatine County Joint Communications Commission (MUSCOM)

ARTICLE II **LEGAL STATUS**

Section 1. The Commission is a joint undertaking of the County of Muscatine, The City of Muscatine and the included cities and the emergency response agencies within Muscatine County.

Section 1a: The Commission shall be comprised of The Muscatine County Sheriff's **Office**, A member of the Muscatine County Board of Supervisors, The Muscatine Emergency Management Office Director (**non-voting**), Muscatine (City) Police Department, Muscatine (City) Fire Department, Wilton (City) Police Department, West Liberty(City) Police Department, an elected member to represent the rural Fire Departments (Fruitland, Wilton, West Liberty, Nichols, Conesville, Montpelier and Atalissa) located wholly in Muscatine County, Iowa, pursuant

to Chapter 28E of the Code of Iowa (2009). The Muscatine County Emergency Manager or other EMA employee shall serve as secretary of the Commission.

Section 2. It is the intent of the parties hereto that the Commission created by this agreement shall be a separate legal entity.

ARTICLE III COMMENCEMENT OF OPERATIONS

Section 1. The Commission shall commence existence upon the approval of this agreement by the parties hereto, and its recording with the County Recorder of Muscatine County, Iowa and the office of the Secretary of the State of Iowa, all as required by law.

ARTICLE IV DURATION

Section 1. The duration and existence of this Commission shall be perpetual, unless terminated or dissolved as provided in this agreement. The agreement shall be reviewed for accuracy and completeness every five (5) years.

ARTICLE V PURPOSE

Section 1. The Commission shall provide to all residents of Muscatine County, Iowa law enforcement, fire suppression, emergency medical service, public safety, service and welfare and other emergency communication services as deemed necessary, and establish an efficient, centralized, standardized and interoperable communications system designed to meet current, accepted and recommended national standards (APCO P25) for example, to enhance the protection of persons and property within the county and surrounding communities. The area served shall include property and persons both within and without corporate boundaries of cities within Muscatine County and any other area deemed necessary to serve.

ARTICLE VI POWERS AND DUTIES

Section 1. Powers:

This Commission shall have the power to do all things necessary to carry out the purposes set forth herein, insofar as the same is not in conflict with any of the existing laws within the State of Iowa.

Section 2. Duties of the Commission:

- a. The Commission shall provide the members thereof with emergency communications services in the areas of law enforcement, fire, civil

defense/disaster, and other emergency services, in consideration of funds received from local tax dollars, or the applications of grants of funds as may become available from any federal or state agency now created or hereinafter created offering assistance in the area.

- b. The Commission shall adopt such policies and procedures as are necessary for the proper operation of the Commission, and shall provide all members with copies of said policies and procedures.

ARTICLE VII FINANCING

Section 1. In the performance of its duties, the Commission shall be financed by the county general supplemental levy, pursuant to Iowa Code Section 331.424.1(j) for the maintenance and operation of a local Emergency Management Agency established pursuant to Iowa Code Chapter 29C. The Muscatine County Emergency Management Commission shall be the Agency that plans (with cooperation and input from the User Group), produces, certifies and publishes the MUSCOM budget. The Commission may cooperate with, contract with and accept and expend funds from federal, state, or local associations, public or semi-public, or private individuals or corporations, and may carry out other cooperative undertakings and contracts, so long as the same are consistent with the purposes of the Commission. Upon agreement with the Muscatine County Board of Supervisors MUSCOM projects may be considered for Muscatine County Capital outlay.

Section 2. Muscatine County shall provide the following ministerial services to the Commission: payroll and benefits administration; accounts receivable; and accounts payable. These services shall be considered a donation to the Commission by Muscatine County, the value of which services shall not be 'set off' against the financial obligation of the County under this agreement.

Section 3. The Commission may enter into all necessary contracts and make expenditures as they deem in the best interest of its members, jointly and severally, and to carry out the purposes and duties as set forth in this agreement.

Section 4. The MUSCOM Commission shall submit a proposed annual budget and any proposed amendment to the Emergency Management Commission for review and approval. The MUSCOM Budget shall then be placed within the overall Emergency Management Budget and be certified as specified by Iowa Code.

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ARTICLE VIII MEMBERSHIP

Section 1. The members of the Commission shall consist of the parties listed in Article II Section 1a.

Section 2. Members – Method of Joining.

- a. Each members governing body shall pass a resolution approving these Articles of Agreement and announcing its intent to become a member of the Commission.

Section 3. Member - Representation. 1 representative shall be appointed by each member of the Commission, and shall continue in office until such time as the secretary of the Commission has received a resolution which appoints a new representative.

Section 4. Duration of Membership. A member of the Commission shall continue its membership until such time as (a) the member terminates its membership herein, as hereinafter provided or (b) this Commission is dissolved, as hereinafter provided.

Section 5. Membership – Termination. A member of the Commission may withdraw from the Commission in the following manner:

- a. Withdrawal from the Commission may be accomplished only by the adoption of a resolution by the governing body of the member.
- b. The withdrawal of a member from the Commission shall be effective upon receipt by the Chair of the Commission of a certified copy of said resolution.

ARTICLE IX OFFICERS, MEETINGS, EMPLOYEES AND VOTING.

Section 1. Officers. The Commission shall elect a Chair and Vice Chair immediately upon the adoption of this agreement, to serve for the balance of the calendar year. Thereafter, a Chair and Vice Chair shall be elected at the first Commission meeting of each calendar year. The Chair and Vice-Chair shall not be representatives of the same member; the Chair shall alternate annually between representatives of each member.

Section 2. Secretary. The Muscatine County Emergency Manager or designee/employee shall serve as secretary of the Commission.

Section 3. Meetings. The Commission shall meet not less than twice each year and at times as the Chair and /or Vice Chair shall call such meetings of this Commission.

Section 4. Employees. The Commission may employ only the number of employees and staff that are specifically authorized by the members.

Section 5. Voting. Each member of the Commission shall have the right to vote on Commission business. Each member shall have one vote. A vote may only be cast by a duly appointed representative.

ARTICLE X County-Wide Communication Center (MUSCOM) and Equipment

Section 1. Communications Control Center. The Center shall be in a designated area, within the City of Muscatine Public Safety Building located at 312 East Fifth Street in Muscatine, Iowa. These premises, together with utility costs associated therewith, shall be considered a donation to the Commission by the City of Muscatine, the value of which services shall not be 'set off' against the financial obligation of the City under this agreement. Any change in the location of the center shall be voted upon and adopted by the MUSCOM Commission and the Emergency Management Commission.

Section 2. Equipment. The Muscatine County Joint Communications Commission will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, all console control stations, any equipment, hardware or software associated with 911 communications, HVAC equipment that is located in the dispatch center, all console furniture, all radio and telephone recording equipment and systems, any and all equipment related to communication from the center to any and all approved end-users to include but not limited to communications infrastructure, frequencies and licenses, tower sites and related equipment, mobile **internet connectivity**, mobile data terminals, mobile radios, portable radios, paging systems and equipment. All communications equipment from the date of this agreement and forward is property of the Muscatine County Joint Communications Center (MUSCOM). All communications related equipment will be issued to and from MUSCOM to the approved end-user. End users shall sign an end users agreement which will identify the specific requirements of being a user on the MUSCOM system. All service and service related contracts will be entered into by MUSCOM. All end-users will receive appropriate and updated education and training with regard to the use and management of any equipment issued to the user. No end-user will be responsible for the purchase, maintenance and upgrade of any communications related hardware or software. End-users WILL be responsible for the purchase

of manufacturer **approved** mounting hardware for mobile radios and data terminals for their respective unique vehicles and applications. MUSCOM will not be responsible for the installation and/or repair/replacement of emergency lighting or vehicle video recording systems.

ARTICLE XI POLICIES AND PROCEDURES

Section 1. The Commission shall adopt policies, procedures and by-laws for the operation of the Commission and the transaction of business.

Section 2. The Commission shall keep a record of all of its resolutions, transactions, findings and determinations, which shall be a public record.

Section 3. Policies and procedures so adopted may be repealed, amended or modified by the Commission.

Section 4. The Commission shall create an End-User Group (User group) that shall consist of a representative from MFD, MPD, MCSO, WLPD, WPD, 1 representative from the non-full time law enforcement agencies wholly within Muscatine County, 2 representatives from the rural fire departments within Muscatine County and the Muscatine County Emergency Manager. The purpose of the end-user group shall be to discuss usage procedures, feature needs, coverage or service issues, policy or procedure regarding end-user operations and make suggestions to the MUSCOM Commission/ Center Director on operational issues. The user group will not be tasked with fiscal responsibility, budgetary development or personnel action.

ARTICLE XII MANAGEMENT CONTROL

Section 1.

The Commission shall assume overall management control of the operations of the Joint Communications functions in order to carry out the purpose of this agreement. The Commission shall have the authority to set and enforce 1) priorities; 2) standards for the selection, supervision, and termination of personnel; and 3) policy governing the operation of computers, circuits and telecommunications terminals used to process, store, or transmit criminal history information. Management control includes, but is not limited to, the supervision of equipment, communications systems design, recommendation on implementation of P25 Phase I/Phase II standards to be used, CAD and CAD programming and operating procedures necessary for the development and implementation of the computerized criminal history program.

The Commission shall be solely responsible for decisions relating to the integration of or the collaboration with other communications systems as they become available locally or regionally. The Commission shall not make decisions as to the combining with other PSAP's or dissolution of the PSAP(MUSCOM) without the full cooperation of the County Board of Supervisors.

The Commission has given the daily management control of MUSCOM to the Muscatine County Emergency Manager. This individual shall oversee, direct and manage the MUSCOM Manager and the MUSCOM employees. This individual shall carry out the duties above with collaboration from the other Commission members in matters of critical importance. Changes in policy, employee performance issues shall originate from the Emergency Manager and the MUSCOM Center Manager who shall seek input and approval from the other members of the Commission when necessary and /or prudent.

ARTICLE XIII- DISSOLUTION

Section 1. In the event that MUSCOM is combined with another agency or eliminated the Commission shall be considered dissolved.

Section 2. Upon dissolution of the Commission or of MUSCOM any equipment related to emergency communications of any kind shall be negotiated into the agreement for the new agency or agencies and equipment shall be disposed of in accordance with whatever agreement is entered into.

ARTICLE XIV - AMENDMENTS.

Section 1. This Joint Agreement may be amended at any regular meeting or at a special meeting of the Commission called for the purpose of amending the Joint Agreement, provided the proposed amendment in written form is delivered to all the representatives not less than one month prior to the date of the regular meeting or special meeting.

MUSCATINE COUNTY

Attest:

Kas Kelly, Chair
Board of Supervisors
Date: _____

Leslie Soule, County Auditor
Date: _____

CITY OF MUSCATINE

Attest:

DeWayne Hopkins, Mayor
Date: _____

Greg Mandsager, City Administrator
Date: _____

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this ____ day of _____, 2015, before the undersigned Notary Public personally appeared Kas Kelly and Leslie Soule, to me personally known, and who being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor, respectively, of the County of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Resolution No. _____ adopted by the Board of Supervisors on the ____ day of _____, 2015, and that Kas Kelly and Leslie Soule acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and
for the State of Iowa

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this ____ day of _____, 2015, before the undersigned Notary Public personally appeared DeWayne Hopkins and Greg Mandsager, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2015, and that DeWayne Hopkins and Greg Mandsager acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and
for the State of Iowa

MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION

AMENDED AGREEMENT UNDER CHAPTER 28E, CODE OF IOWA

1. PURPOSE AND SCOPE. This agreement is entered into by the City of Muscatine, Iowa and Muscatine County, Iowa. The purpose of this agreement is to amend the 28E agreement between the City of Muscatine and Muscatine County originally entered into on _____ and amended on _____. This agreement shall provide for a revised organizational structure of the Muscatine County Joint Communications Commission (MUSCOM).
2. DURATION. This agreement shall be in perpetual effect unless terminated in the manner described below.
3. ENTITY CREATED. This agreement does not create a new legal entity separate from the legal entity which already exists under the 28E agreement described in paragraph 1.
4. GOVERNANCE. The Muscatine County Joint Communications Commission Board of Directors shall be responsible for the overall governance of MUSCOM. The MUSCOM Technical Operations Board shall have responsibility for the day-to-day operations of the dispatch center and will set policy for communications procedures and policy. The specific duties of each board shall be as described below.
Notwithstanding any other provision of this agreement the MUSCOM Board of Directors will not change the physical location from which dispatch services are provided by MUSCOM without the consent of both the Muscatine County Board of Supervisors and Muscatine City Council.
5. MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION BOARD OF DIRECTORS. The Board of Directors shall have five voting members. There will be two members of the Muscatine County Board of Supervisors (neither of whom shall be the supervisor who serves on the Muscatine County Emergency Management Commission), two members of the Muscatine City Council, and one member from either the West Liberty or Wilton city council.

The member from either West Liberty or Wilton shall serve a two year term. Upon completion of the two year term the position shall be filled by a council member from the other city. The initial two year term shall be filled by a council member from _____.

At its first meeting the Board of Directors shall elect a chair and a vice-chair from the membership from the City of Muscatine and Muscatine County. The positions of chair and vice-chair shall alternate between the City of Muscatine and Muscatine County. The chair and vice-chair shall not both be representatives of the same governmental entity. The chair and vice-chair shall serve for a term of one year

The Muscatine County Emergency Management Coordinator shall serve as executive director of the Board of Directors. The Board of Directors shall have the primary responsibility of the fiscal management of MUSCOM. The Board of Directors shall, with the advice and assistance of the Technical Operations Board, prepare an annual budget request which shall be submitted to the Muscatine County Emergency Management Commission. The Board of Directors shall have the final authority with regard to the overall size, scope, and nature of dispatch services provided by MUSCOM.

6. **MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION TECHNICAL OPERATIONS COMMITTEE.** The Technical Operations Committee shall have five members. The members will be the Muscatine County Sheriff, the Muscatine Police Chief, the Muscatine Fire Chief, the police chief of either West Liberty or Wilton (whichever city is not currently represented on the Board of Directors), and a volunteer fire chief.

The police chief of either West Liberty or Wilton and the volunteer fire chief shall serve a two year term. The volunteer fire chief will be appointed by the Muscatine Mutual Aid Association. The volunteer fire chief will be particularly responsible for soliciting the views and needs of all of the volunteer fire departments which serve Muscatine County.

The Muscatine County Sheriff and the Muscatine Police Chief shall alternate one year terms as chair of the committee. If the chair of the Board of Directors is a Muscatine County Supervisor the chair of the Technical Operations Committee shall be the Muscatine Police Chief. If

the chair of the Board of Directors is a Muscatine City Council member the chair of the Technical Operations Committee shall be the Muscatine County Sheriff. The Technical Operations Committee shall elect another member to be vice-chair.

The Technical Operations Committee will have day-to-day control of the function of MUSCOM including operations policies. The Technical Operations Committee shall provide advice to the Board of Directors about how to best provide dispatch services and what the budgetary needs of MUSCOM are.

The members of the Technical Operations Committee may designate in writing a member of their department to be a proxy representative at any board meeting. Proxy representation will not be permitted for any meeting at which the Technical Operations Committee votes on a final budget recommendation to the Board of Directors. The Muscatine County Emergency Management Coordinator shall serve as executive director of the Technical Operations Committee and will not be a voting member of the Technical Operations Committee.

7. MEETINGS AND RECORDS. The meetings of both the Board of Directors and the Technical Operations Committee are subject to the open meetings and public records requirements of Iowa Code Chapters 21 and 22 as well as any additional disclosure and meeting requirements of Chapter 28E.

The Board of Directors shall meet at least twice per year. The Technical Operations Committee shall meet at least four times per year. Each board may convene at any other time necessary to conduct business.

The Board of Directors may adopt rules for conducting business. The Technical Operations Board shall adopt a policy manual for MUSCOM operations.

8. EMPLOYEES OF MUSCOM. The Technical Operations Committee shall select, with the final approval of the Board of Directors, a Communications Manager to oversee the day-to-day function of MUSCOM. The Communications Manager shall be the first line supervisor of MUSCOM employees and shall have the authority to hire, fire, and discipline MUSCOM employees. The Board of Directors shall be

the body to hear the appeal or review of any personnel action taken by the MUSCOM manager or Technical Advisory Committee. The structure of the disciplinary process may be altered by a collective bargaining agreement entered into by the Board of Directors.

The Communications Manager shall serve at the pleasure of the Board of Directors. The Technical Operations Committee shall evaluate the performance of the Communications Manager on at least an annual basis.

The Board of Directors, through its budget process, shall set the number of MUSCOM employees and the compensation structure for MUSCOM employees. The Board of Directors shall establish personnel policies for MUSCOM with the advice of the Technical Operations Committee.

All MUSCOM employees shall abide by the political activity prohibitions set forth in Iowa Code § 29C.16.

MUSCOM shall defend, indemnify, and hold harmless all MUSCOM employees and the membership of the Board of Directors and the Technical Operations Committee for any claim arising out of an alleged act or omission occurring within the scope of his or her duties.

9. **BUDGET AND FINANCE.** The parties enter into this 28E agreement contemplating that a separate 28E shall exist between MUSCOM and the Muscatine County Emergency Management Commission to provide for and fund dispatch services. During the preparation for a budget cycle the Technical Operations Committee shall hold one or more public meetings to formulate a budget recommendation. The Technical Operations Committee will then cause this budget recommendation to be presented to the Board of Directors in a public meeting. The Board of Directors will then submit the final budget to the Muscatine County Emergency Management Commission as provided for in the funding 28E agreement.
10. **POWERS OF MUSCOM.** MUSCOM shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following specific powers, including but not limited to:
 - a. To sue and be sued.
 - b. To acquire, hold, use and dispose of personal property for

- the purposes of MUSCOM.
- c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of MUSCOM, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of MUSCOM.
- d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
- e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of MUSCOM.
- j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of MUSCOM.
- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code for a system of budgeting, accounting, auditing and reporting of all MUSCOM funds and transactions.
- l. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of MUSCOM.

11. AMENDMENT, TERMINATION, AND WITHDRAWAL. This 28E shall operate perpetually unless terminated by written notice from one party to another. Such written notice will not relieve either party from the financial obligation to maintain the operation of MUSCOM during the fiscal year in which notice of termination is given and for the fiscal year beginning the following July 1 if notice is given after April 1. In the event of termination of this agreement all participants in MUSCOM will retain any property they have purchased for communication services.

12. APPROVAL AND EFFECTIVE DATE. This 28E agreement shall be presented to the Muscatine County Board of Supervisors and Muscatine City Council for approval. This agreement may be signed in counterparts by the representatives of each party as provided in the instruments of approval. This 28E agreement will become effective when approved by both parties.

Should this agreement be approved prior to July 1, 2015, all provisions of this agreement which call for a two year term shall be interpreted to include the time period between the effective date and July 1, 2015, and the two year term shall be deemed to end on June 30, 2017.

13. INTERPRETATION, ENFORCEMENT, AND SEVERABILITY. This agreement shall be interpreted to harmonize it with the various provisions of Iowa Code which govern the powers, duties, and rights of political subdivisions. This agreement is intended to allocate powers, duties, and rights among and between its parties and is not intended to create any rights in third parties. Should a court or administrative agency of competent jurisdiction later determine that any portion of this agreement is invalid or void the remainder of the agreement shall have full effect.