Board meeting of
August 17, 2010

Marshall County Board of Supervisors
Regular Session August 17, 2010, at 9:00 a.m.

MINUTES

The Board met in regular session on Tuesday, August 17, 2010, at 9:00 a.m. in meeting room #2, 3rd Floor, northeast corner of the courthouse with all 3 members present.

1. Approval or Amendment of Agenda—

Motion by Grabenbauer, second by Brooks to approve the agenda as printed.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

The County Auditor alerted the Board of Super visors that 2 insurance bids were received. One bid came in on time and the other bid came in after the August 16th, 4:30 p.m. deadline. There was discussion among the Board of Supervisors on how they intended to handle the situation.

Motion by Brooks, second by____________ to accept the bid subject to review of legal counsel. Motion died for lack of a second.

Motion by Grabenbauer, second by Goecke to receive only the bid that came in on the time, Koehler Insurance.

Roll call vote:	Brooks-Nay	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

2. Insurance Presentations –There were no insurance presentations due to the fact there was only one bidder.

3. Receipt and Consideration of Bids – Bid proposals have been received for Marshall County Property and Casualty Insurance to put into effect on October 1, 2010. Sealed bids will be opened on August 17, 2010 at 9: 00 a.m. for further study by Department Heads and other interested individuals, the results to be forwarded to the members of the Board of Supervisor's for consideration and possible action to take place at the August 31, 2010 regular session of the Marshall County Board of Supervisors.

Name of Bidder	Amount of Bid	Type of Insurance
Koehler Insurance	$283,314	All Requested

Motion by Brooks, second by Grabenbauer to receive for study, the bid proposals as opened and listed above.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

Consent Agenda:

4. **Approve Minutes--** from Regular Session of August 3, 2010.
5. **File District Court Report-7-10 -**General Supplemental Surcharge-$736.35
6. **Accept Sheriff's Outstanding Checks over Two Years Old**

Litow Law Office	$13.00
Robert Halverson Jr.	$1.00
MM Finance	$15.00
Refugio Gonzalez-Chavarria	$9.00
Johnson, Blumberg & Assoc.	$6.00

7. **Manure Management Plan Update**-Mike Hotopp, MDH, id #62120, manure management plan has been received and placed on file. There was one minor change made to the MMP that includes: manure analysis for determining application rates when applying manure.
8. **Manure Management Plan Update**-South Hardin Farms, L.L.C., id #65416, manure management plan has been received and placed on file. There was one minor change made to the MMP that includes: manure analysis for determining application rates when applying manure.
9. **Accept Sheriff's Quarterly Report—6-10**

General Basic – Service Fees	$21,866.77
General Basic – Interest on Checking	$ 13.47
General Basic – Mileage Fees	$ 4,614.10

10. **Accept Sheriff's Annual Report for 2009-2010 Fiscal Year**

Balance on hand July 1, 2009	$ 52,162.20
Receipts	$690,428.17
Total receipts plus balance on hand	$742,590.37
Disbursements	$665,078.03
Balance on hand June 30, 2010	$ 77,512.34

11. **Approve Personnel Actions:**
    a.) Hire Todd Borton, Secondary Road Department, full time Truck Driver 1 position at $20.17/hr, effective date August 18, 2010.
    b) Hire Jade Bunting, Secondary Road Department, full time Truck Driver 1 position at $20.17/hr, effective date August 23, 2010.
12. **Approve Claims –**as audited and authorize the County Auditor to issue payment of same. The listing of claims paid at this meeting will be included with all claims paid for the month of August; the August list of claims will be a part of the first meeting in September.

Motion by Grabenbauer, second by Brooks, to approve the consent agenda as printed above.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

13. Resolution-Abatement of Taxes of Certain Exempt Entities—

Whereas in accordance with Chapter 427.3 Code of Iowa, the Board of Supervisors may abate the taxes levied against property acquired by gift or purchase by a person or entity if the property acquired by gift or purchase is to be used as a public library, and

Whereas in November 2009 the City of Marshalltown purchased property to be used for the new public library, and described as:

The West 45 ½ feet of the East 75 feet of Lot 4 in Block 28 in the Town of Marshall, Marshall County, Iowa, subject to easements and restrictions of record, if any,

Now Therefore, Be It Resolved by the Marshall County Board of Supervisors to authorize the County Auditor to abate a full year of 2009 taxes payable 2010-2011 in the amount of $306.00 on the above described property that is now part of the Marshalltown Public Library located at 107 W. Boone Street, Marshalltown, Iowa, Marshall County.

Dated at Marshalltown, Iowa, this 17th day of August, 2010.

Motion by Brooks, second by Grabenbauer to approve this Resolution.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

Ronald D. Goecke — Attest: — Karen Squiers
Board of Supervisors, Chairman — Marshall County Auditor

14. Presentation from Substance Abuse Prevention and Related Services – Matt Tullis and Vicki O'Casio gave a presentation explaining in detail the services provided in the agreement between the Marshall County Board of Supervisors and Marshall County Coalition for Youth, and the Iowa Department of Public Health. That agreement provides substance abuse prevention and related services to include only education, prevention, referral or post-treatment services. An explanation as to how those dollars are spent was presented.

15. Resolution approving Tama – Marshall County Agreement (Document attached to this agenda)

WHEREAS, Marshall County is in need of the services of a County Engineer because of the unavailability of the presently employed Marshall County Engineer;

WHEREAS, Tama County has stepped forward to assist Marshall County on a temporary basis;

WHEREAS, an Agreement has been negotiated with Tama County for the services of Lyle Brehm, P.E. to serve as Marshall County Engineer on a temporary basis.

THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Tama-Marshall County County Engineering Agreement as drafted is approved and ratified by the Marshall County Board of Supervisors.

2. The Chairman and members of the Marshall County Board of Supervisors are hereby granted authority to sign said Agreement on behalf of Marshall County.

Motion by Grabenbauer, second by Brooks, to approve the Tama-Marshall County County Engineer Agreement as drafted and authorize the Chairman and members of the Marshall County Board of Supervisors to sign the Agreement.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

16. Meetings in other Towns—Discussion and possible action to schedule some of the regular sessions of the Board of Supervisors in the outlying towns of the county.

Motion by Brooks, second by Grabenbauer that we continue to work with the incorporated towns in the county to schedule Board of Supervisors meetings in our incorporated towns other than Marshalltown at the Courthouse.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

17. Marshall County Community Services-Provider and Program Participation Agreement—Discussion and possible action on the program provider renewal agreement for Region 6-Peoplerides effective July 1, 2010 through June 30, 2011.

Motion by Grabenbauer, second by Brooks to approve this agreement.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

18. RESOLUTION APPROVING THE 28E AGREEMENT BETWEEN THE MARSHALL COUNTY JOINT SERVICE BOARD, AND MARSHALL COUNTY, IOWA, REGARDING OPERATION OF THE MARSHALL COUNTY PUBLIC SAFETY COMMUNICATIONS CENTER.

WHEREAS the Marshall County Joint Service Board, has negotiated a 28E Agreement, with Marshall County, Iowa, regarding Operation of the Marshall County Public Safety Communications Center; and

WHEREAS the Marshall County finds that this Agreement, is in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARSHALL COUNTY BOARD OF SUPERVISORS:

Section 1. That the attached 28E Agreement, with Marshall County, Iowa, regarding Operation of the Marshall County Joint Service Board is hereby approved in all respects and particulars.

Section 2. The Agreement shall remain in effect until participation in this Agreement is terminated by either party by written notice.

Section 3. That the Marshall County Board of Supervisors (Chairman) is hereby authorized and directed to execute said Agreement on behalf of Marshall County, and the Marshall County Auditor is authorized and directed to file this Agreement with the Secretary of State.

Passed this 17th day of August, 2010, and signed this 17th day of August, 2010.

MARSHALL COUNTY, IOWA

______________________________ Attest: ______________________________

Ronald D. Goecke — Karen Squiers
Board of Supervisors, Chairman — Marshall County Auditor

Motion by Brooks, second by Grabenbauer to adopt this resolution.

Roll call vote:	Brooks-Aye	Goecke-Aye	Grabenbauer-Aye
	Member	Chairman	Vice Chairman

19. Public Forum—Mark Hentges, Asst. to County Engineer, gave an update to several projects going on in the county.

Maintenance- Cessford's construction should be in this week or 1st part of next week to mill butt joints and overlay W. Main St.

Construction- 3.2 BRS-C064 (106)—60-64, Old structure has been removed and the East Abutment pile have been driven. Plans to place concrete in the East Abutment and then start constructing East pier.

3.3 STP-SC064 (110)—5E-64, Cold-In-Place-Recycling should start at the end of this week or 1st part of next week.

20. Adjournment--The next meeting is a Special Session on August 23, 2010 at 9:00am. The next regular meeting is August 31, 2010, at 9:00 a.m. All business to be acted upon at that session should be submitted to the County Auditor's Office or the Board of Supervisors' Office by August 26, 2010, at 1:00 p.m. There being no further business to come before the Board, the meeting was adjourned at 9:58 a.m.

______________________________	Attest:	______________________________
Ronald D. Goecke		Karen Squiers
Board of Supervisors, Chairman		Marshall County Auditor

Tama-Marshall County
County Engineer Agreement

This Contract and Agreement, pursuant to Iowa Code Section 28E, is made and entered into this 16th day of August, 2010, by and between Tama County, Iowa (hereinafter referred to as Tama) and Marshall County, Iowa (hereinafter referred to as Marshall). This agreement shall be known as the Tama-Marshall County Engineer Agreement, and each county shall adopt resolutions of this agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in the agreement.

The purpose of said agreement is to establish a working mechanism between the two participating counties so that the agencies may jointly utilize the services of Lyle Brehm, P.E., Tama County Engineer (hereinafter referred to as the Engineer). Pursuant to said purpose it is agreed as follows:

1. Both Tama and Marshall desire and need the services of a Licensed Professional Engineer registered in the State of Iowa to serve in the capacity of County Engineer, in accordance with Iowa Code Sections 309.17 through 309.21, and the Engineer is qualified to serve in this position.

2. The Engineer is an employee of Tama.

3. Marshall employs an Engineer who is not currently able to perform the functions. Tama shall contract the services of the Engineer to Marshall for the period beginning August 16, 2010, and ending when Marshall the Marshall County Engineer is capable of performing the functions of Engineer, but no later than November 15, 2010.

4. Each county shall furnish the Engineer all office space and supplies, equipment, material, manpower and transportation they deem necessary for the efficient performance of the official duties as County Engineer of each county.

5. Secondary road employees of each county shall work exclusively within his or her respective county and machinery and equipment shall be used exclusively within its respective county, absent advance approval by both Tama and Marshall.

6. It is understood and agreed that good management and engineering are the most important factors in the success of the Secondary Road Departments. Each board is the responsible elected body charged with the overall responsibility of all county engineering functions, including the Secondary Road Department, and all Secondary Road plans and

programs are implemented through the Engineer. The Engineer shall have the full control of all planning, engineering, construction and maintenance work of the Secondary Road Department in order to accomplish his official duties. All construction and maintenance work shall be performed under the direct and immediate supervision of the Engineer, who shall be deemed responsible for the efficient, economical and good-faith performance of said work. It shall be the responsibility of the Engineer to fill vacancies within the department and administer disciplinary actions to the employees of the department as, in his opinion, are required. The Engineer may delegate duties to employees of the respective counties in consultation with the respective Board.

7. The Engineer shall file a bond suitable to each board in accordance with Iowa Code 309.18. All fees incurred by filing said bonds in each county shall be paid by the respective county.

8. The Engineer shall devote his time and talents to the interests of both Tama and Marshall Counties.

9. The Engineer shall be in charge of the Secondary Road Department of each county. The Engineer may delegate duties to employees of the respective counties in consultation with the respective Board. The Engineer shall be indemnified and saved harmless by the respective county for any and all actions taken against said county, its Board or the Engineer, due to actions performed by the Engineer during the course of his official duties for either county. Each county shall defend all such actions arising from that county and pay all judgments rendered as regards the actions of the Engineer in that county. Each county shall acquire insurance as is deemed necessary to accomplish the same.

10. The Engineer is hereby authorized to incur reasonable expenses for and in the performance of his duties.

11. Marshall shall recognize the benefits given to the Engineer as an employee of Tama, including but not limited to vacation, sick leave and holidays.

12. Marshall shall carry workmen’s compensation on the Engineer for injuries sustained while carrying out duties specific to Marshall.

13. Marshall shall pay to Tama $1 for the services of the Engineer. This payment shall be made upon completion of the agreement. This payment shall be considered compensation for any time spent by the Engineer while working for Marshall in lieu of Tama.

14. Marshall shall timely notify Tama when the Marshall County Engineer is again able to fulfill his duties.

15. This agreement may be amended or revised at any time only by written approval of all parties.

16. This agreement shall supersede all provisions of previous agreements and any such agreements presently existing shall become null and void.

Signed this 16th day of August, 2010.

Tama County Board of Supervisors

____
Dan Wilkens, Chairperson

____
Larry Vest

____
Kendall Jordan

Tama County Engineer

____
Lyle W. Brehm, P.E.

Tama County Auditor

____
Laura Kopsa

Signed this ___ day of __________, 2010.

Marshall County Board of Supervisors

____
Ron Goecke, Chairperson

____
Denny Grabenbauer

____
Pat W. Brooks

Marshall County Auditor

____
Karen Squiers

MARSHALL COUNTY PUBLIC SAFETY COMMUNICATIONS CENTER AGREEMENT

ARTICLES OF AGREEMENT were previously made and entered into the 1st day of January, 1999, and immediately amended on this ______ day of_________, 2010, by and between the City of Des Moines, City of Albion, City of Clemons, City of Ferguson, City of Gilman, City of Haverhill, City of Laurel, City of LeGrand, City of Liscomb, City of Rhodes, City of St. Anthony, City of Melbourne, City of State Center, City of Beaman, City of Conrad, City of Gladbrook, City of Zearing, Marion Township, Marshalltown Medical and Surgical Center., MARSHALL COUNTY, IOWA, hereinafter referred to as “County”, the CITY OF MARSHALLTOWN, IOWA, a Municipal Corporation in Marshall County, State of Iowa, hereinafter referred to as “City”, the MARSHALL COUNTY JOINT SERVICE BOARD, described in Iowa Code 34A.3, herein referred to as “E911 Board” and the individual members of the E911 Board.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

ARTICLE I. PURPOSE/MISSION STATEMENT

For the purpose of jointly planning, implementing and operating a Marshall County wide enhanced 911 service system.

ARTICLE II. PLACE OF OPERATION

The Center shall be housed in the Communications Center at the Marshalltown Police Department.

ARTICLE III. LEGAL STATUS

No entity under Iowa Law is created, nor is any obligation incurred by the participating parties other than those specified in the Agreement or as may be added by amendment properly executed in the manner hereinafter provided.

ARTICLE IV COMMENCEMENT OF OPERATIONS

The organization and implementation of the Communications Center shall commence at such a time as the City, the County and the E911 Service Board execute this Agreement in the manner hereinafter provided.

The Executive Committee shall meet monthly, with the meetings being conducted in conformity with the Roberts Rules of Order.

ARTICLE V. DURATION

The duration and existence of this Agreement shall be continuous, until terminated as hereinafter provided.

ARTICLE VI. PUBLIC SAFETY COMMUNICATIONS CENTER EXECUTIVE COMMITTEE

Section 1.

To manage and administer the Center there is hereby established a three member Executive Committee, hereinafter referred to as the "Committee", composed of: (a) one member from the City of Marshalltown appointed by the Mayor; (b) one member from County government appointed by the Board of Supervisors; (c) one member from the remaining entities covered in this agreement appointed by a majority vote with each entity submitting one vote, those members being; City of Des Moines, City of Melbourne, City of Albion, City of Clemons, City of Ferguson, City of Gilman, City of Haverhill, City of Laurel, City of LeGrand, City of Liscomb, City of Rhodes, City of St. Anthony, City of State Center, City of Beaman, City of Conrad, City of Gladbrook, City of Zearing, Marion Township, Marshalltown Medical and Surgical Center.

Section 2.

The terms of the members of the Committee shall be for a three-year period.

Section 3.

Each member of the Committee will have a named alternate(s) who can vote and participate in the absence of the member. This named alternate will be appointed and serve in the same manner as the member.

Section 4.

Duties of the Committee

a) Represent their political subdivision in E9-1-1 and communications issues.
b) Approve and/or modify the budget submitted by the Administrator.
c) Submit suggestions for operational changes to the Administrator.
d) Establish a method for the disbursement of any and all funds generated by an E91-1 surcharge.
e) Meet monthly to formally approve the paying of appropriate bills submitted by the Administrator.
f) Ensure a plan for the E9-1-1 coverage of Marshall County is on file with the state.

Section 5.

Committee members shall appoint a Chairperson on an annual basis. The Chairperson shall cause the minutes of the Committee meetings to be prepared and distributed to the Committee members, the City Administrator, the Center

Administrator, the Chairperson of the Marshall County Board of Supervisors and published in a local newspaper.
The meeting agenda shall be prepared with input from the Chairperson and the Administrator. The 911 Center Supervisor shall prepare the minutes, the agenda and distribute to the Committee members.

ARTICLE VII. COMMUNICATIONS CENTER ADMINISTRATOR

Section 1.

All administrative, personnel, accounting, budgetary and procurement policies of the City of Marshalltown shall govern the Center in all of its operations and activities as long as located under the control of the City of Marshalltown.

Section 2.

The day-to-day operations of the Center shall be under the direction and management of a Communications Center Administrator, hereinafter referred to as the "Administrator". The Administrator shall have the responsibility to direct and control all personnel and operations of the Center.

Section 3.

Duties of the Administrator and Assistant Administrator:

a) Prepares the annual budget in accordance with the City's budget directives and time tables.
b) Submit the budget for the Committee's review in accordance with the Committee's timelines.
c) Approve purchases up to $5,000 or approve anything already funded for purchase in the budget.
d) Establish policies and procedures for the daily operation of the Communications Center.
e) Supervise the communications Center first line supervisor.
f) Approve all spending requests from the supervisor and monitor the budget.
g) Participate in the hiring and firing of all Communications Center employees.
h) Establish a training plan for new Communications Center employees.
i) Ensure the computer system is functional, updated as necessary, and continually explore ways to streamline operations.
j) Conduct liaison with the State to ensure proper use of the teletype and NCIC systems.
k) Annually ensure that all new equipment purchases are adequately covered with insurance.
l) Annually review all maintenance contracts to ensure they meet the needs of the Communications Center and are cost affective.
m) Ensure that updates are made in the E9-1-1 data base for errors or address changes.
n) Ensure that the operations of the Communications Center meet all safety and labor law requirements.

o) Provide the Committee reports on the budget status and other reports as agreed upon.
p) Ensure that State Code is followed in the disbursement of surcharge money.
q) Prepare an annual equipment inventory.
r) Purchase errors and omissions insurance for the E9-1-1 Board.

Section 4.

The Marshalltown Chief of Police shall be the Communications Center Systems Administrator. The Assistant Chief of Police shall be appointed as the Assistant Administrator. These positions shall be a paid position as established by the Committee and will be covered by liability insurance by the Committee. All employees and the supervisor of the communications Center shall be city employees, hired by/or appointed by the Administrator or Assistant Administrator.

ARTICLE VIII. CITY EMPLOYEES

The Administrator and other persons assigned to the Center shall be employees of the City of Marshalltown. The City of Marshalltown shall administer payroll and terms of employment.

ARTICLE IX. FINANCING

The cost shares of the City and the County, method of payment and special financing arrangements and ownership of property shall be as follows.

Section 1.

The City shall pay all personnel and operating costs. The County shall reimburse the city upon receipt of a monthly billing that represents 38% of the actual personnel and operating costs of the E9-1-1 Center.

Section 2.

The Executive Committee will draft an agreement regarding a monthly rental fee for the Communications Center.

Section 3.

The surcharge proceeds will be delivered to the County Treasurer and procedures will be established to make the funds available to the City.

ARTICLE X. BUDGET PREPARATION

Section 1.

The annual operating budget shall be prepared by the Administrator of the Communications Center and submitted to the City Administrator in the format requested and according to the City and County's budget submission schedule. The City Administrator shall submit to the E9-1-1 Board by December 1st the estimated County share of the expense of the Center for the next fiscal year for inclusion in the County budget. The completed budget shall be submitted to the Marshall County Auditor before March 15th. The budget shall be approved by the Executive Committee.

Section 2.

Surcharge money will be maintained in a separate account for budget and auditing purposes. Disbursements of surcharge money shall be subject to approval of the E9-1-1 Board.

ARTICLE XI. CONTROL OVER EMERGENCY COMMUNIATIONS CENTER EQUIPMENT INTERFACED DIRECTLY TO THE NATIONAL CRIME INFORMATION CENTER COMPUTER OR ANY IOWA COMPUTER CONTAINING CRIMINAL HISTORY DATA.

The Committee will maintain access to the National Crime Information Center (NCIC) and to the Iowa criminal history data. Because computer terminals having access to criminal history information must be under the management control of a criminal justice agency, and because the Committee has been determined not to be a criminal justice agency as defined by NCIC and the State of Iowa, the parties to this Agreement authorize the Police Chief of the city of Marshalltown to exercise full management of all computers, electronic switches and manual terminals interfaced directly to NCIC computer and interfacing any Iowa computer containing criminal history data. This control and supervision shall include:

1. Security of the Center and records information;
2. Authority to set and enforce standards for the selection, supervision and termination of personnel not inconsistent with the laws of the State of Iowa;
3. Authority to set and enforce policy governing the operation of computers, circuits and telecommunications terminal used to process criminal history record information insofar as the equipment issued to process, store and transmit criminal history record information;
4. Control over the dissemination of criminal history information whether by radio, telephone or teletype; and
5. Determination of whom shall have access to the Center area.
6. Denial of access to NCIC precludes employment in the communications Center.

It is understood and agreed that this authorization applies only to the control and supervision of all computer, electronic switches and manual terminals interfaced with the NCIC computer and any Iowa computer containing criminal history information and does not affect the Committee’s authority and responsibilities outlined under this Agreement and any bylaws of the Committee, nor does it affect the powers and duties of the City Administrator as provided by the Code of Iowa.

ARTICLE XII. TERMINATION

Section 1.

Termination of operation of the Center established by this agreement shall be effective at the beginning of the next fiscal year following twelve (12) months written notice of withdrawal given by any of the parties to this Agreement to the other parties.

Section 2.

Termination shall not relieve the county, City or E9-1-1 Board of any financial obligation incurred before the effective termination date, under terms of this Agreement.

Section 3.

Equipment and furniture owned solely by the County, City or E911 Board shall be distributed according to the inventory of the Committee. Equipment and furniture owned jointly shall be distributed in a manner consistent with the basis of the member's contribution and is agreeable to each Committee member. Where full agreement is not reached, the equipment and furniture shall be liquidated and proceeds distributed to the County, City, or the E9-1-1 Board prorated upon the same basis that the County, City, or the E9-1-1 Board contributed to the purchase of the equipment and furniture.

ARTICLE XIII. AMENDMENTS

The terms of this agreement shall be amended only upon approval of any proposed amendment by unanimous resolution of the county, City and the E9-1-1 Board and all entities referred to in the first paragraph of this Agreement.

ARTICLE XIV. SEVERABILITY

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

ARTICLE XV. ADOPTION

It is hereby mutually agreed that this Amended Agreement shall have full force and effect on ____________,2010 or at such other date as the parties may mutually agree in writing but only upon passage of a resolution by the Marshall County Board of Supervisors, and signed by the Mayer of the Cities of Albion, Clemons, Ferguson, Gilman, Haverhill, Laurel, Melbourne, LeGrand, Liscomb, Rhodes, St. Anthony, State Center, Beaman, Conrad, Gladbrook, Zearing, Marion Township, Marshalltown, Des Moines, and a representative from the Marshalltown Medical and Surgical Center, and upon resolution of all said entities.

COUNTY OF MARSHALL, IOWA

ATTEST:

DATE:

ENTITY NAME:

MAYOR
ATTEST:

CLERK

ALTERNATE 911 BOARD MEMBER

(Signature Page for 28E Agreement, by and between the City of Des Moines, City of Albion, City of Clemons, City of Ferguson, City of Gilman, City of Haverhill, City of Laurel, City of LeGrand, City of Liscomb, City of Rhodes, City of St. Anthony, City of Melbourne, City of State Center, City of Beaman, City of Conrad, City of Gladbrook, City of Zearing, Marion Township, Marshalltown Medical and Surgical Center., MARSHALL COUNTY, IOWA,)