

MUSCATINE COUNTY BOARD OF SUPERVISORS

Robert E. Howard, District One

Matt Bonebrake, District Two

Scott Sauer, District Three

Kas Kelly, District Four

Jeff Sorenson, District Five

April 28, 2015

Public safety communication is an important responsibility of government and the goal of all public officials in Muscatine County is to provide reliable communication service to emergency responders and the public.

A meeting has been scheduled by the Muscatine County Board of Supervisors to review and discuss Muscatine County Joint Communications and an updated 28E agreement on Saturday, May 16, 2015 at 1:00 p.m. at the Conservation Environmental Learning Center, 3300 Cedar Street, Muscatine.

All elected officials are encouraged to attend.

Attached you will find the most current draft of the 28E agreement.

Once a 28E agreement is approved and executed by Muscatine County and the City of Muscatine, it is intended that a Memorandum of Understanding between MUSCOM and all other entities will be executed.

Input from all entities is critical to the continued success of MUSCOM, so your attendance is important.

MUSCATINE COUNTY JOINT COMMUNICATIONS

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 April 28, 2004 and amended on June 15, 2009. This agreement shall provide for a revised organizational structure of the Muscatine County Joint Communications (MUSCOM). MUSCOM shall provide to all residents of Muscatine County emergency communication services, and establish an efficient, centralized, standardized and interoperable communications system designed to meet current, accepted and recommended national standards, 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.
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 Emergency Management Commission (EMC) shall be responsible for the overall governance of MUSCOM. The MUSCOM User Group shall have input into the day-to-day operations and communications policies of the dispatch center. The specific duties of each board shall be as described below. Notwithstanding any other provision of this agreement, the EMC 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. COMPLIANCE WITH STATE STANDARDS. MUSCOM will be subject to audit under the Muscatine County annual audit conducted by the Office

Commented [GJM1]: Assume this is the agreement for Disaster Services from 1978. MUSCOM Board is eliminated in this draft, EMC includes a county supervisor, the mayors of each city and the Sheriff

Commented [GJM2]: "shall manage the day-to-day operations"...this should be done by someone that is around the operations on a daily basis.

of State Auditor. The EMC shall adopt an Iowa-recognized communications interoperability standard or protocol.

6. MUSCATINE COUNTY JOINT COMMUNICATIONS USER GROUP. The User Group 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 (alternating terms), 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 Muscatine County Board of Supervisors shall select by lot whether the chief from West Liberty or Wilton shall serve the initial two year term. The volunteer fire chief will be appointed by the Muscatine Mutual Aid Association, provided that the person selected may not be an employee of Muscatine County or any city within Muscatine County. 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.

Commented [GJM3]: This person has a duty to represent their community when acting on the Mutual Aid Association or on the user group and should not be restricted.

The Muscatine County Sheriff and the Muscatine Police Chief shall alternate one year terms as chair of the committee.

The User Group shall provide advice to the EMC about how to best provide dispatch services and what the budgetary needs of MUSCOM are.

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

Commented [GJM4]: What is the Executive Director's role?

7. EQUIPMENT. MUSCOM will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, console control stations and console furniture, equipment, hardware or software associated with 911 communications, HVAC equipment located in the dispatch center, all radio and telephone recording equipment and systems, all equipment related to

communication from the center to approved end-users to include but not limited to communications infrastructure, frequencies and licenses, tower sites and related equipment, internet connectivity, mobile data terminals, mobile radios, portable radios and paging systems. All communications equipment will be issued from MUSCOM to the approved end-user. End-users WILL be responsible for the purchase of 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.

8. MEETINGS AND RECORDS. The meetings of both the EMC and the User Group 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 EMC shall meet at least twice per year. The User Group shall meet at least four times per year. Each board may convene at any other time necessary to conduct business.

The EMC may adopt rules for conducting business. The EMC shall establish policies for MUSCOM with the advice of the User Group. The User Group shall adopt a policy manual for MUSCOM operations.

9. EMPLOYEES OF MUSCOM. The EMC may select 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 EMC shall be the body to hear the appeal or review of any personnel action taken by the Communications Manager. The structure of the disciplinary process may be altered by a collective bargaining agreement entered into by the EMC.

Commented [GJM5]: This is presently the User Group – more familiar with the day-to-day operations.

The Communications Manager shall serve at the pleasure of the EMC. The EMC shall evaluate the performance of the Communications Manager on at least an annual basis. The User Group shall provide input to the EMC regarding the performance of the Communications Manager.

The EMC, through its budget process, shall set the number of MUSCOM employees and the compensation structure for MUSCOM employees. The EMC shall establish personnel policies for MUSCOM with the advice of the User Group.

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 EMC and the User Group for any claim arising out of an alleged act or omission occurring within the scope of his or her duties.

10. BUDGET AND FINANCE. The parties enter into this 28E agreement contemplating that the EMC shall assume responsibility to provide for and fund dispatch services. During the preparation for a budget cycle, the User Group shall hold one or more public meetings to formulate a budget recommendation. The User Group will then cause this budget recommendation to be presented to the EMC in a public meeting. The EMC will then submit the final budget to the Muscatine County Board of Supervisors as provided by law.

Muscatine County shall provide the following ministerial services to MUSCOM: payroll and benefits administration; accounts receivable; and accounts payable.

11. 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.

12. 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.

Commented [GJM6]: This needs to be clear that any equipment purchased for any member, stays with that member at termination.

13. 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.

14. 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.

MUSCATINE COUNTY

CITY OF MUSCATINE

Kas Kelly, Chair
Board of Supervisors

DeWayne Hopkins, Mayor

Date: _____

Date: _____

Attest:

Attest:

Leslie Soule, County Auditor

Gregg Mandsager, City Administrator

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- 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.
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Leslie Soule, County Auditor

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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.

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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.

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 - a. To sue and be sued.
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Document#: 2009-04501

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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



Attest:

Leslie A. Soule
 Leslie Soule, County Auditor
 Date: 6/15/09

CITY OF MUSCATINE

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

A. J. Johnson
 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. N/A adopted by the Board of Supervisors under Roll Call No. N/A of the Board of Supervisors on the ___ day of _____, 2009, and that Wayne Shultz 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 Codroni
Gary Codroni
Date: 6/22/09

MUSCATINE COUNTY-MUNICIPAL
DISASTER SERVICES ADMINISTRATION

CONSTITUTION & BY-LAWS

ARTICLE I

NAME

1. The name of this organization shall be "Muscatine County-Municipal Disaster Services Administration," hereinafter referred to as the Joint Administration.

ARTICLE II

AUTHORIZATION

1. Section 2 of the Federal Civil Defense Act of 1950, as amended, states: "It is the sense of the Congress that the defense of the United States in this thermonuclear age can best be accomplished by enacting into law the measures set forth in this Act. It is the policy and intent of Congress to provide a system of civil defense for the protection of life and property in the United States from attack. It is further declared to be the policy and intent of the Congress that the responsibility for civil defense shall be vested jointly in the Federal Government and the several States and their political subdivisions."

2. On August 1, 1961, by Executive Order of the President, the Secretary of Defense was made responsible for the Federal Civil Defense program, and the Office of Civil Defense was established as a part of the Defense Department.

3. On May 5, 1972, the Secretary of Defense established the Defense Civil Preparedness Agency (DCPA). Simultaneously the Office of Civil Defense was disestablished and its functions transferred to the new Defense Agency. The new agency is responsible for developing an effective national civil defense program and preparedness assistance and guidance to help State and local governments achieve total disaster preparedness.

4. The Iowa Disaster Services Act, Chapter 29c of the Code of Iowa, states in part: "The county boards of supervisors, city councils and boards of directors of school districts shall cooperate with the office of disaster services to carry out the provisions of this act. Boards of supervisors and city councils shall form a joint county-municipal disaster service and emergency planning administration."

ARTICLE III

PURPOSES

1. The Iowa Disaster Services Act assigns responsibility to the Joint Administration for the direction, administration, and coordination of all disaster services and emergency planning matters throughout the county.

2. in case of a major disaster of any type, or an enemy attack, appropriate operations will be conducted to reduce casualties, to minimize damage to property and' to assist emergency restoration of normal community life. As well as taking such action within its geographical boundaries, the Joint Administration will also be prepared to furnish available assistance to adjacent areas upon call from competent authority.

ARTICLE IV

MEMBERSHIP

1. The Joint Administration shall be composed of one Supervisor serving by appointment of the Muscatine County Board of Supervisors, the Mayor of each city government within Muscatine County, and the Muscatine County Sheriff. A Mayor may designate a representative to serve in his or her place as a member on the Joint Administration.

2. One member of the Joint Administration shall be elected as chairperson and one as vice-chairperson at an annual meeting.

ARTICLE V

OFFICIALS AND EMPLOYEES

1. The Joint Administration shall appoint a coordinator who shall be responsible to the Joint Administration for the administration and coordination of all civil defense, disaster services and emergency planning matters throughout the county, subject to the direction and control of the Joint Administration.

2. The individual appointed as coordinator by the Joint Administration shall be selected from the register of eligibles.

3. The Iowa Disaster Services Act provides that each Board of Supervisors and City Council shall appoint a coordinator of disaster services and emergency planning for that county or city who shall serve in that capacity for the appointing government and shall also serve as an operations officer for the Joint Administration. The coordinator appointed by the Joint Administration shall also serve as the coordinator for Muscatine County and the City of Muscatine. Each of the remaining municipalities in Muscatine County shall appoint a coordinator to serve that municipality and shall submit written notification by January 15 of the appointment to the Joint Administration.

4. The director may, with the approval of the Joint Administration, employ such technical, clerical and administration personnel as may be required and necessary to carry out the purposes of the organization. All such employees shall be selected from the register of eligibles established by merit examination and shall be subject to the Rules of the Iowa Merit System issued by the Iowa Merit Employment Department.

ARTICLE VI

MEETINGS AND VOTING

1. Annual Meeting. The chairperson of the Joint Administration shall, by written notice, call a meeting of the Joint Administration to be held not

later than March 1 annually. The agenda for this meeting shall include the election of a chairperson and a vice-chairperson for the ensuing year and adoption of the budget.

2. Quarterly Meetings. The Joint Administration may hold a meeting at least once in each calendar quarter, other than the quarter in which the annual meeting is held, to conduct such business as may come before it. The date, time and location of the quarterly meetings may be set at the preceding meeting.

3. Special Meetings. The chairperson shall call special meetings when deemed necessary to conduct business or discuss emergency matters requiring action by the Joint Administration or when requested by three members of the Joint Administration.

4. In the absence of the chairperson, the vice-chairperson shall call the annual and special meetings.

5. If the chairperson or vice-chairperson vacates the office entitling him or her to membership on the Joint Administration, his or her successor in office shall serve in that capacity until the next annual meeting.

6. Each member shall be entitled to cast one vote upon each matter considered. A minimum of five members present at the annual, quarterly or special meetings shall constitute a quorum. Motions presented at a meeting shall be decided by majority vote of the members present. The budget approval process shall be decided by a majority of the eligible voters present at the meeting.

7. The Joint Administration coordinator will provide the agenda for meetings and a record of proceedings covering official action taken. All records shall be kept in the office of coordinator.

ARTICLE VII

BUDGETS AND FUNDING

1. Not later than January 15 of each year the Joint Administration and the coordinator shall prepare a proposed budget of all expenses for the ensuing fiscal year. The proposed budget shall conform to the requirements of the Iowa Code. The chairperson of the Joint Administration shall thereafter, by written notice, call a meeting of the Joint Administration to consider the proposed budget and shall fix and adopt a budget for the ensuing fiscal year not later than March 1.

2. Funding of the budget shall be as follows:

a. Muscatine County and the Cities of Muscatine County shall equally share a percentage of the expenses as determined by the total per capita percent. The last federal census shall be the determining factor for population figures. Any federal or state contribution to such expenses shall proportionately reduce the share of the local governments.

- b. Expenses relating to a single government shall be funded by that government. Any federal or state contribution to such expenses shall proportionately reduce the local match of that government.
3. After adoption of a proposed budget by the Joint Administration, the director may distribute a copy to each respective entity for consideration.
4. As provided in the Iowa Code, Section 29C.9(1), each local government may appropriate monies from the general fund for the purpose of paying expenses relating to disaster services and emergency planning matters. Such appropriated funds and other funds received from any source for disaster services and emergency planning matters shall be deposited in a joint county-municipal fund in the office of the County Treasurer and distributed there from.
5. Withdrawal of funds from the joint account for payment of expenses authorized by the Joint Administration shall be made on warrants drawn by the County Auditor supported by claims verified and signed by the chairperson or vice-chairperson and the Joint Administration coordinator.

ARTICLE VIII

JOINT ADMINISTRATION COORDINATOR - POWERS AND DUTIES

1. Subject to the direction and control of the Joint Administration, the Joint Administration coordinator is authorized and empowered to:
 - a. Prepare comprehensive plans and standard operating procedures for civil defense emergencies.
 - b. To cooperate with the Governor of Iowa, the Iowa Department of Public Defense, the Iowa Homeland Security and Emergency Management, and all state agencies having a responsibility for emergency planning and response.
 - c. To cooperate with similar civil defense and preparedness agencies of other states, counties and local jurisdictions.
 - d. To cooperate with the Federal Homeland Security Agency and all other federal agencies involved in disaster planning and assistance to state and local governments.
 - e. To maintain headquarters, identified as the Muscatine County-Municipal Office of Disaster Services, for the preservation of its records and property, an emergency operations center, communications and warning systems, and other defense and support services in the Muscatine Public Safety Building.

f. To have official custody and use of property which is acquired by purchase, gift or loan from the federal government, the State of Iowa, county or city governments, or any corporation or individual.

ARTICLE (X) DEFINITION

OF DISASTER SERVICES and
EMERGENCY MANAGEMENT

1. The term "Disaster Services" as used in this Constitution and By-Laws shall mean all of the measures undertaken to minimize the effects of enemy attack or disasters of any kind to relieve distress among disaster victims, and to aid in the recovery and rehabilitation period after disaster. It shall include such activity as the development of appropriate organizations and operational plans; the recruitment and training of personnel; the establishment of systems for warning the public against impending disaster; and the establishment of a system of shelters for protection against the effects of nuclear attack and other nuclear radiation hazards. It shall also include measures for controlling traffic and maintaining public discipline; post-disaster operations, including firefighting, rescue operations, the care of casualties and the removal of debris; and activity related to emergency restoration of public utilities.

ARTICLE

AMENDMENTS

1. A proposed amendment to change this Constitution and By-Laws must be presented in writing by a member of the Joint Administration. A proposed amendment may be presented at an annual, quarterly or special meeting and may be adopted by a two-thirds vote of the members present, providing that a copy of the proposed amendment has been distributed to each member of the Joint Administration in advance of the meeting. Article VII of this Constitution must be amended by a unanimous vote of all members of the Joint Administration.

1978.

ATALLISS ^{15TH} Frank Maigner

CONBSVILLE

Signed this
Leo day of
Bc&iald Foor-> Mayor

John Rohner

STOCKTON

WEST
LIBERTY

Richard Singleton, Mkypr
John E. Rohner, Mayor

FRUITLAND

Donald Lee
y, Mayor.

WILTON

Willie Peterson
Willie Peterson, Mayor

NICHOLS-

Emilia L. Schaubert

MUSCATINE

Warren
Roth,
Mayor

Evelyn L.
Schauland
, Mayor

COUNTY



Richard Axel, Board of
Supervisors



Richard Opeltr, Bounty Sheriff

Job Announcement

Location: Muscatine, Iowa,
Position: Muscatine County Emergency Manager
Position Info: Full-time
SALARY: \$44,000 to \$60,000 DOQ
Open Period: November 6, 2012 to December 6, 2012

Job Summary:

The Muscatine County Emergency Manager is under the direction of the Muscatine Municipal / County Joint Administration Board. The Emergency Manager prepares, coordinates, and updates the emergency operations plans for Muscatine County. The Emergency Manager serves on the Council, serves as the Secretary of the E-911 Board, and serves on the Muscatine City – Muscatine Island Flood Commission and Muscatine County Mutual Aid Association. Emergency Manager also acts as member of Directing Board for MUSCOM in County.

How to Apply:

Applications are available on the County's website at www.co.muscatine.ia.us under the Administration section.

Send completed application and current resume to the Muscatine County Administration Office, 414 East Third St., Suite 101, Muscatine, Iowa 52761 no later than 4:00 pm on December 6, 2012. Resumes will not be accepted in lieu of the application.

An Equal Opportunity Employer

Position: Muscatine County Emergency Manager

Essential Functions and Duties:

- Develop and maintain the county's Emergency Operations Plan and tests this plan through exercises; including drills, table tops, functional and full scale exercises
- Manages activities relating to mitigation, preparedness, response, and recovery
- Develop and establish a warning system
- Assist other governmental entities within the county in developing organizational plans and training programs
- Assist other governmental entities within the county in grant writing
- Develop standard operating procedures for the Emergency Operations Center (EOC) and supervises EOC operations
- Maintain inventory of county-wide resources (resource management)
- Prepare and present a department annual budget
- Maintain liaison with local, county, and state officials
- Prepare informational material for dissemination to the public
- Meet with interested groups to explain the emergency management program and enlist their support and cooperation

Non-Essential Functions and Duties:

- Participates in emergency management workshops and conferences at the local and state level.
- Direct training of staff and/or volunteers, and assist cities and the county with its training programs
- Prepares various reports and corresponds with requirements put forth by federal, state, and/or local governments.
- Respond when requested to large scale or prolonged incidents

- Maintain Muscatine County command and rehabilitation trailer, which includes driving trailer to incidents when requested
- Develops and carries out public awareness and educational programs
- Takes inventory of personnel and material resources from private sector sources that would be available in an emergency
- Performs other related work as assigned or required by the Muscatine Municipal/County Joint Administration Board

Preferred Knowledge, Skills, Abilities, and Personal Characteristics:

- Knowledge of local, state, and federal laws and regulations pertaining to emergency planning
- Knowledge of communication systems and equipment capabilities and FCC regulations
- Develop, conduct, or provide training and ensure awareness of training opportunities
- Maintain EOC checklists, forms and resource documents to support EOC operations
- Produce accurate reports through use of computer
- Maintain emergency resources manual and updates as necessary
- Communicate clearly and concisely, both orally and in writing
- Ability to establish and maintain effective working relationships
- Knowledge of general accounting practices
- Ability to keep current on developments in emergency response planning
- Ability to deal with stressful situations
- Manage and maintain Emergency Management webpage
- Willingness and ability to participate in after-hours emergency response

Education, Experience, and Special Requirements:

- Graduation from an accredited four year college or university in emergency management, criminal justice, public administration, business administration, political science or related field plus two (2) years of responsible experience in emergency management, business administration, public relations, military preparedness, or related work preferred

Or

- An equivalent combination of experience and education substituting thirty (30) hours of study for each year of the required work experience to a maximum of two (2) years
- An equivalent combination of experience and education substituting one year of experience in the aforementioned area for each year of college up to a maximum of four (4) years

Position requires a background check

Resident of the State of Iowa upon employment and of Muscatine County within six (6) months of employment

Valid State of Iowa license and continued maintenance of the license throughout period of employment and be insurable

Completion of all required NIMS courses, including ICS-100, ICS-200, ICS-700 and ICS-800 within one (1) year of employment; and ability to complete NIMS ICS-300 and ICS-400 when training becomes available

Ability to obtain certification as an Emergency Manager

<http://coolice.legis.iowa.gov/Cool-ICE/default.asp?category=billinfo&service=IowaCode&ga=83&input=29C#29C.10>

29C.8 POWERS AND DUTIES OF ADMINISTRATOR.

1. The homeland security and emergency management division shall be under the management of an administrator appointed by the governor.

2. The administrator shall be vested with the authority to administer emergency management and homeland security affairs in this state and shall be responsible for preparing and executing the emergency management and homeland security programs of this state subject to the direction of the adjutant general.

3. The administrator, upon the direction of the governor and supervisory control of the director of the department of public defense, shall:

a. Prepare a comprehensive plan and emergency management program for homeland security, disaster preparedness, response, recovery, mitigation, emergency operation, and emergency resource management of this state. The plan and program shall be integrated into and coordinated with the homeland security and emergency plans of the federal government and of other states to the fullest possible extent and coordinate the preparation of plans and programs for emergency management of the political subdivisions and various state departments of this state. The plans shall be integrated into and coordinated with a comprehensive state homeland security and emergency program for this state as coordinated by the administrator of the homeland security and emergency management division to the fullest possible extent.

b. Make such studies and surveys of the industries, resources, and facilities in this state as may be necessary to ascertain the vulnerabilities of critical state infrastructure and assets to attack and the capabilities of the state for disaster recovery, disaster planning and operations, and emergency resource management, and to plan for the most efficient emergency use thereof.

c. Provide technical assistance to any local emergency commission or joint commission requiring the assistance in the development of an emergency management or homeland security program.

d. Implement planning and training for emergency response teams as mandated by the federal government under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.

e. Prepare a critical asset protection plan that contains an inventory of infrastructure, facilities, systems, other critical assets, and symbolic landmarks; an assessment of the criticality, vulnerability, and level of threat to the assets; and information pertaining to the mobilization, deployment, and tactical operations involved in responding to or protecting the assets.

f. Approve and support the development and ongoing operations of homeland security and emergency response teams to be deployed as a resource to supplement and enhance disrupted or overburdened local emergency and disaster operations and deployed as available to provide assistance to other states pursuant to the interstate

emergency management assistance compact described in section 29C.21. The following shall apply to homeland security and emergency response teams:

(1) A member of a homeland security and emergency response team acting under this section upon the directive of the administrator or pursuant to a governor's disaster proclamation as provided in section 29C.6 shall be considered an employee of the state for purposes of section 29C.21 and chapter 669 and shall be afforded protection as an employee of the state under section 669.21. Disability, workers' compensation, and death benefits for team members working under the authority of the administrator or pursuant to the provisions of section 29C.6 shall be paid by the state in a manner consistent with the provisions of chapter 85, 410, or 411 as appropriate, depending on the status of the member, provided that the member is registered with the homeland security and emergency management division as a member of an approved team and is participating as a team member in a response or recovery operation initiated by the administrator or governor pursuant to this section or in a training or exercise activity approved by the administrator.

(2) Each approved homeland security and emergency management response team shall establish standards for team membership, shall provide the division with a listing of all team members, and shall update the list each time a member is removed from or added to the team. Individuals so identified as team members shall be considered to be registered as team members for purposes of subparagraph (1).

(3) Upon notification of a compensable loss to a member of a homeland security and emergency management response team, the department of administrative services shall process the claim and seek funding from the executive council for those costs associated with covered benefits.

g. Implement and support the national incident management system as established by the United States department of homeland security to be used by state agencies and local and tribal governments to facilitate efficient and effective assistance to those affected by emergencies and disasters.

4. The administrator, with the approval of the governor and upon recommendation of the adjutant general, may employ a deputy administrator and such technical, clerical, stenographic, and other personnel and make such expenditures within the appropriation or from other funds made available to the department of public defense for purposes of emergency management, as may be necessary to administer this chapter.

5. The homeland security and emergency management division may charge fees for the repair, calibration, or maintenance of radiological detection equipment and may expend funds in addition to funds budgeted for the servicing of the radiological detection equipment. The division shall adopt rules pursuant to chapter 17A providing for the establishment and collection of fees for radiological detection equipment repair, calibration, or maintenance services and for entering into agreements with other public and private entities to provide the services. Fees collected for repair, calibration, or maintenance services shall be treated as repayment receipts as defined in section 8.2 and shall be used for the operation of the division's radiological maintenance facility or radiation incident response training.

29C.9 LOCAL EMERGENCY MANAGEMENT COMMISSIONS.

1. The county boards of supervisors, city councils, and school district boards of directors in each county shall cooperate with the homeland security and emergency management division of the department of public defense to establish a local emergency management commission to carry out the provisions of this chapter.

2. The commission shall be composed of a member of the board of supervisors or its appointed representative, the sheriff or the sheriff's representative, and the mayor or the mayor's representative from each city within the county. The commission members shall be the operations liaison officers between their jurisdiction and the commission.

3. The name used by the commission shall be (county name) county emergency management commission. The name used by the office of the commission shall be (county name) county emergency management agency.

4. For the purposes of this chapter, the commission or joint commission is a municipality as defined in section 670.1.

5. The commission shall model its bylaws and conduct its business according to the guidelines provided in the state division's administrative rules.

6. The commission shall determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments. The commission shall coordinate its services in the event of a disaster. The commission may also provide joint emergency response communications services through an agreement entered into under chapter 28E.

7. The commission shall delegate to the emergency management coordinator the authority to fulfill the commission duties as described in the division's administrative rules. Each commission shall appoint a county emergency management coordinator who shall meet the qualifications specified in the administrative rules by the administrator of the homeland security and emergency management division. Additional emergency management personnel may be appointed at the discretion of the commission.

8. The commission shall develop, adopt, and submit for approval by local governments within the county, a comprehensive countywide emergency operations plan which meets standards adopted by the division in accordance with chapter 17A. If an approved comprehensive countywide emergency operations plan has not been prepared according to established standards and the administrator of the homeland security and emergency management division finds that satisfactory progress is not being made toward the completion of the plan, or if the administrator finds that a local emergency management commission has failed to appoint a qualified emergency management coordinator as provided in this chapter, the administrator shall notify the governing bodies of the counties and cities affected by the failure and the governing bodies shall not appropriate any moneys to the local emergency management fund until the disaster plan is prepared and approved or a qualified emergency management coordinator is appointed. If the administrator finds that a city or a county has appointed an unqualified emergency management coordinator, the administrator shall notify the governing body of the city or county citing the qualifications which are not met and the governing body shall not approve the payment of the salary or expenses of the

unqualified emergency management coordinator.

9. The commission shall encourage local officials to support and participate in exercise programs which test proposed or established jurisdictional emergency plans and capabilities. During emergencies when lives are threatened and extensive damage has occurred to property, the county and all cities involved shall fully cooperate with the emergency management agency to provide assistance in order to coordinate emergency management activities including gathering of damage assessment data required by state and federal authorities for the purposes of emergency declarations and disaster assistance.

10. Two or more commissions may, upon review by the state administrator and with the approval of their respective boards of supervisors and cities, enter into agreements pursuant to chapter 28E for the joint coordination and administration of emergency management services throughout the multicounty area.

29C.10 EMERGENCY MANAGEMENT COORDINATOR.

1. The commission or joint commission shall appoint an emergency management coordinator who shall serve at the pleasure of the commission and shall be responsible for the development of the countywide emergency operations plan, coordination of emergency planning activities and provide technical assistance to political subdivisions throughout the county.

2. When an emergency or disaster occurs, the emergency management coordinator shall provide coordination and assistance to the governing officials of the municipalities and the county.

3. The mayors and the board of supervisors shall cooperate with the president of the United States and the heads of the armed forces and other appropriate federal, state, and local officers and agencies and with the officers and agencies of adjoining states in matters pertaining to comprehensive emergency management for a city or county.