



Paul D. Pate
 Secretary of State
 State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M508210

6/25/2015 12:36:00 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	CITY OF MARSHALLTOWN	City	Marshall
Party 2	IOWA VALLEY COMMUNITY COLLEGE DISTRICT	Regional or District	Marshall
Party 3			
Party 4			
Party 5			

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 910 Any Education
 (Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 PROVIDE PUBLIC AND GOVERNMENTAL INFORMATION AND EDUCATIONAL PROGRAMMING THROUGH CABLE TV

Item 4. The duration of this agreement is: *(check one)* Agreement Expires 6/30/2020 Indefinite Duration
 [mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: M504053

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name MUNTZ FIRST Name STEVE

Title STATION MANAGER Department STATION MANAGER

Email _____ Phone 641-844-5797

RESOLUTION APPROVING A CONTRACT SERVICES FOR OPERATION AND
MAINTENANCE OF GOVERNMENT AND CABLE TV AND OTHER PUBLIC
ACCESS SERVICES BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND
IOWA VALLEY COMMUNITY COLLEGE (IVCCD)
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for Services, for Operation and Maintenance of Government and Cable TV and other Public Access Services, pursuant to Chapter 28E of the Iowa Code, with the Iowa Valley Community College (IVCCD); and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the attached Contract for Services with the Iowa Valley Community College (IVCCD) is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall continue through June 30, 2020, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 26th day of May, 2015, and signed this 3 day of June, 2015.

CITY OF MARSHALLTOWN, IOWA


James L. Lowrance, Mayor
ATTEST:


Shari L. Coughenour, GMC, City Clerk

**THE CITY OF MARSHALLTOWN, IOWA AND
IOWA VALLEY COMMUNITY COLLEGE DISTRICT
FOR OPERATION AND MAINTENANCE OF
GOVERNMENT/EDUCATION CABLE TV**

THIS AGREEMENT made and entered into as of the 26th day of May, 2015, by and between the CITY OF MARSHALLTOWN, IOWA, and IOWA VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter referred to respectively as "the City" and "IVCCD", and referred to jointly as "the Participants",

WITNESSETH:

WHEREAS, the City has a franchise agreement with Mediacom pursuant to which Mediacom is to provide cable television programming, telecasting and other public access services to the community (hereinafter referred to as "Cable TV"); and

WHEREAS, representatives of the City and IVCCD have entered into a formal arrangement and structure to provide public and governmental information and educational programming to this area through Cable TV; and

WHEREAS, the Participants established the Cable TV Advisory Board (CAB) for the purpose of overseeing policy and procedure development, training, documentation and general compliance considerations for the operation of the Cable TV; and

WHEREAS, the City and IVCCD desire to jointly support the Cable TV operations and oversight; and

WHEREAS, the Participants are authorized under the contract and under Section 28E.12 of the Code of Iowa to enter into an agreement to jointly exercise their powers, privileges and authority and the Participants have elected to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Participants agree to the joint and mutual operation of the Cable TV in accordance with the following:

GOVERNANCE

A. Personnel

1. Job descriptions for Cable TV Station Manager and for the Cable TV Assistant are attached hereto as Attachment A
2. IVCCD agrees to act as the employer of record and as such to assume full responsibility for the employees under worker's compensation, unemployment compensation and other mandatory employee benefit programs. The CAB will provide input to IVCCD on employment decisions.
3. IVCCD personnel policies concerning travel, per diem, health and fringe benefits will be utilized.
4. The CAB will have the opportunity to participate in interviewing, hiring, performance evaluations, job assignments and changes and other personnel review and oversight activities.
5. The employees shall carry out the activities of Cable TV under the general direction of the CAB.
6. The Assistant is provided general supervision by CAB and receives day-to-day supervision from the Station Manager. The Station Manager and Assistant will work with the City Administrator to manage the Cable TV operations under the authority of IVCCD.

B. Meetings and Resolutions of Activities.

1. Under the Agreement between IVCCD and the City dated July 14, 1998, there was to be a committee created (CAB) for the purpose of overseeing the Cable TV operations.
2. The current name of such group is the Cable TV Advisory Board (CAB) and will be composed of eight members. Four members shall be appointed by the Mayor of the City of Marshalltown and four members shall be appointed by the Chancellor of IVCCD. Following appointment, all members shall be confirmed by the City Council of Marshalltown.
3. The Station Manager of the Cable TV and the City Administrator are designated as staff liaisons to the CAB for the purpose of assisting in setting up meetings, keeping minutes and performing other functions as requested.
4. The CAB will be responsible for making recommendations to the City and IVCCD in the matters of operations, budgeting and programming. The CAB

will review and approve/disapprove special projects or requests from the public to be shown on Cable TV and will review and approve an annual budget that is to be submitted to the City for the operation of the system.

5. The CAB will meet on a regular basis. Meetings will be convened by the Station Manager and chaired by an elected chairperson. Meetings are open to the public and are so posted.

FISCAL AND HOUSING

A. Fiscal

1. IVCCD agrees to employ and pay staff.
2. The City, as fiscal agent, will budget Cable TV revenues as described in the Franchise Agreement and as recommended by the CAB.
3. The City will collect 5% franchise fees from Mediacom.
4. The City will establish an "Operations Fund" collected from franchise fees, and set aside from other revenues specifically for the purpose of operating the Cable TV. Funds will be budgeted to repair or replace equipment, for production personnel and coordination time, to develop programming, and for administrative fee for cable channel management with IVCCD.
5. Out of the franchise fees collected from Mediacom, the City will budget 20% of such fees for the operations of the Cable TV.
6. The City agrees to make payment to IVCCD upon receipt of billing statements from IVCCD for salaries, health and fringe benefits and other items approved by the CAB and provided for in the approved budget of the City.
7. Each Participant in this Agreement will maintain a list of equipment received by such Participant and provide insurance coverage for such equipment. It is recognized that each Participant may have regular employees who from time to time, may provide limited services and assistance to accomplish the objectives of the Cable TV operation. Such employees are not intended to be covered by this Agreement and each Participant shall be responsible for the pay, benefits and related costs applicable to their respective employees.

B. Housing

1. IVCCD agrees to provide office space and work area for the Station Manager and Assistant and provide support services including technician time, phone, computer, clerical, pool car, etc.

REPORTING

1. IVCCD agrees to provide quarterly financial reports to the City and CAB.

TERM OF AGREEMENT

1. This Agreement shall be for a period of five (5) years and shall commence upon the 1st day of July, 2015, and shall terminate upon the 30th day of June, 2020.

LITIGATION

1. In the event there is a determination of liability by a court of law or equity arising out of the operation of this Agreement, each Participant shall be solely responsible for the liability which is assessed as against that Participant, and no Participant shall seek any contribution and/or subrogation of such liability from any other Participant.

TERMINATION

1. This Agreement may be canceled or superseded by mutual consent of the Participants, provided that all outstanding obligations of all Participants related to or arising out of this Agreement are paid or provided for.
2. Upon the partial or complete termination of this Agreement for any reason at any time, the Participants shall each be entitled to retain exclusive ownership and control of such items of equipment and other types of personal property as they, respectively, may physically possess at the time of such partial or complete termination and as contemplated by Section A-7 under the heading "Fiscal and Housing" above.
3. All Participants understand and agree that since IVCCD is a reimbursable employer under the unemployment compensation law, any unemployment benefits paid by IVCCD as a result of a successful unemployment compensation claim shall be reimbursed to IVCCD by the City.

GOVERNING LAW

This contract shall be interpreted according to Iowa law, with venue to lie exclusively in Marshall County District Court

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the City and IVCCD have executed this Agreement the day and year first written heretofore.

COLLEGE

Iowa Valley Community College District

CITY OF MARSHALLTOWN, IOWA

Conrad Dejardin
Conrad Dejardin, Board President
ATTEST:

Jim Lowrance
Jim Lowrance, Mayor
ATTEST:

Barbara E. Jennings
Barbara E. Jennings, Board Secretary

Shari L. Coughenour
Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on the 10 day of June, 2015, by Conrad Dejardin, as Board President, and Barbara E. Jennings, as Board Secretary, of Iowa Valley Community College District.



Rachael Koehler
Notary Public in and for the State of Iowa

STATE OF IOWA)
MARSHALL COUNTY)

This instrument was acknowledged before me on the 3rd day of June, 2015, by Jim Lowrance, as Mayor, and Shari L. Coughenour, as City Clerk, of the City of Marshalltown, Iowa.



Rebekah Traver
Notary Public in and for the State of Iowa

Attachment A

Cable TV Station Manager

The Station Manager will be responsible for the daily operation of the Cable TV which includes supervising personnel, budgeting, purchasing and communicating with the Cable TV Advisory Board (CAB).

Cable TV Assistant

The Cable TV Assistant will be responsible for the production of video and TV programs, work with volunteers, promote the channel, and develop a monthly schedule. The Assistant will communicate with the city, college, and Cable TV Advisory Board (CAB), and supervise cable TV programming.

McTV Cable TV Advisory Committee

Member	Address	City	Home	Work	Representing
Steve Muntz	3700 South Center Street	Marshalltown	641 751-2480	641 844-5797	Station Manager – non voting
Craig Schwartz	3700 South Center Street	Marshalltown		641 844-5630	McTV Assistant – non voting
Conrad Dejardin	109 Newcastle rd.	Marshalltown	753-3097		IVCCD
Craig Huseboe	2706 Nelson Rd.	Marshalltown	753-7893		IVCCD
Sue D. Inhelder	418 Hughes St.	Marshalltown	752-4775	754-1130	IVCCD
Denny Grabenbauer	112 S. 29 th St.	Marshalltown	753-6809		IVCCD
Mark Osmundson	2104 Bittersweet Rd.	Marshalltown	752-1577	752-4122	City of Marshalltown
Mick Jurgensen	406 Summit St.	Marshalltown		754-1070	City of Marshalltown
Randy Wetmore	24 N. Center St.	Marshalltown		754-5799	City of Marshalltown
Mary Giese	402 Richard Lane	Marshalltown	Mary Giese	752-5358	City of Marshalltown