

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 01/27/25

Weekly Agenda Date: 02/04/25

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Malloy, CIO

WORDING FOR AGENDA ITEM:

Approval of the Selection of Dean Stevens as the Citizen Representative on the Woodbury County Information and Communication Commission for an additional three-year term expiring on December 31, 2027

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Citizen Representative position is a term of three years. Dean's term expired on December 31, 2024.

BACKGROUND:

The 28E Agreement between Woodbury County and the City of Sioux City which creates the WCICC Board requires that the Citizen Representative serving on the Commission be approved by the City Council and by the Woodbury County Board of Supervisors. The Commission is recommending that Dean Stevens be approved for an additional three-year term which will expire December 31, 2027.

Mr. Stevens is the Department Chair in the Mathematics and Computer Science Department at Morningside University. He was approved for an additional term by the WCICC Commission at their January 8, 2025 meeting to serve as Chairperson.

FINANCIAL IMPACT:

There is no financial impact.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors to approve the selection of Dean Stevens as the Citizen Representative on the Woodbury County Information and Communication Commission for a three-year term expiring December 31, 2027.

ACTION REQUIRED / PROPOSED MOTION:

Approve Motion to designate Dean Stevens as the Citizen Representative on the Woodbury County Information and Communication Commission for an additional three-year term expiring December 31, 2027.

Roll 693 Image 566-575

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PATRICK F GILL, AUDITOR AND RECORDER
-WOODBURY COUNTY IOWA

Intergovernmental Agreement creating the
Woodbury County Information and Communication Commission

PREPARER INFORMATION: James Abshier, P.O. Box 447, Sioux City, Iowa 51102
Telephone No. (712) 279-6318

TAXPAYER INFORMATION:

RETURN DOCUMENT TO: City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

GRANTORS: Page 4

GRANTEES: Page 4

LEGAL DESCRIPTION: None

RESOLUTION NO. 2007-000540
with attachments

FILED
SECRETARY OF STATE
IOWA
AUG 7 10 00 AM '07

RESOLUTION APPROVING A 28E INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY,
IOWA, CREATING THE WOODBURY COUNTY INFORMATION AND
COMMUNICATIONS COMMISSION

WHEREAS, the City of Sioux City, Iowa and Woodbury County, Iowa, desire to create an Intergovernmental Agreement creating the Woodbury County Information and Communications Commission as set forth in the attached Intergovernmental Agreement; and

WHEREAS, the City Council is advised and does believe that said Intergovernmental Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the attached Intergovernmental Agreement creating the Woodbury County Information and Communications Commission be and the same is hereby approved as to form and content and the Mayor and City Clerk are hereby authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City.

BE IT FURTHER RESOLVED that a copy of this Intergovernmental Agreement be filed with the Secretary of State and the Woodbury County Recorder.

PASSED AND APPROVED: July 9, 2007

Craig S. Berenstein
Craig S. Berenstein, Mayor

ATTEST: *Lisa L. McCardle*
Lisa L. McCardle, City Clerk

**Intergovernmental Agreement Creating the Woodbury County Information And
Communication Commission**

Preamble

This agreement is made and entered into by and between the City of Sioux City, Iowa (herein "City"), and Woodbury County, Iowa (herein "County") to be effective on the 1st day of July, 2007.

FILED
SECRETARY OF STATE
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Article I – Name

The official name of the organization created herein is the "Woodbury County Information and Communication Commission" (herein "WCICC").

Article II - Nature of the Commission

Pursuant to the provisions of Chapter 28E of the Code of Iowa, the City and County hereby create the Woodbury County Information and Communication Commission (herein "COMMISSION") as a separate administrative entity to carry out the purposes of this Agreement. The Commission has two separate and distinct functions. The first is to oversee the combined Information Technology (herein "IT") of the City and the County. The second is to establish broad policies for the operation of the Communications Center serving the City, the County and surrounding areas. Operational supervision shall be provided by a committee of law enforcement personnel appointed, in part, by the Commission. Therefore, this Agreement is divided into to both functions. **Division I** sets forth general matters applicable to both functions. **Division II** sets forth the powers and responsibilities of the Commission as they relate to Information Technology. **Division III** sets forth the powers and responsibilities of the Commission as they relate to the Communications Center.

Division I – General Provisions

Article IA Commissioners

The Commission created hereby shall consist of five Commissioners who shall be one of the following:

1. Two members from the City Council of Sioux City.
2. Two members from the Woodbury County Board of Supervisors.
3. A Citizen Representative selected by the four Commissioners, subject to the approval of the Sioux City City Council and the Woodbury County Board of Supervisors who shall serve for a three year term. The Citizen Representative may serve an additional three year term subject to approval of the Sioux City, City Council and the Woodbury County Board of Supervisors.

The City Council of Sioux City and Board of Supervisors of the County shall designate by resolution their respective members of the Commission, and may designate alternates who shall serve in the absence of the designated Commissioners, which alternates shall exercise all the powers of the designated Commissioner. Alternates must be members of the City Council or the Board of Supervisors.

The Citizen Representative shall serve as Chairperson of the Commission.

A quorum shall consist of a majority of all the Commissioners. However, the quorum must consist of a Commissioner from the City Council and a Commissioner from the Board of Supervisors. Each Commissioner shall be entitled to one vote. Actions may be taken by the Commission upon a majority vote of all the Commissioners unless otherwise stated herein or unless the Commission establishes a requirement of a greater number of votes through adoption of a bylaw to that effect which is agreed to by the County and the City.

Article IB – Purpose

The purpose of the Commission shall be:

1. To provide protective communications services to persons within Woodbury County and the Sioux City area, in an effective and cost efficient manner through the consolidation of the communicative operations of the law enforcement and emergency services of those units of government who are participants in this Agreement into a single Communication Center.
2. To operate, manage and provide long-term planning and evaluation, fiscal administration, contractual administration, legal compliance, and standards and policy setting for a City and County's law enforcement departments and such other units of Government utilizing criminal information as part of their operations who become participating members of this Agreement.
3. To continue cooperating with the City and County in the implementation of collaborative utilization of Information Technology, Systems, Applications, and Data Transfer of City and County information. To continue to operate, manage, and provide long-term planning and evaluation, fiscal administration, operational administration, contractual administration and standards for a consolidated Datacenter for all of the City and County IT needs and such other units of government who become participating members of this agreement.

Article IC – Duration

The duration and existence of the Commission and this Agreement shall be for a period of twenty years from the date of this Agreement, unless it is sooner dissolved as hereinafter provided.

Article ID – General Powers

The Commission shall have the power to do all things necessary under Chapter 28E of the Iowa Code to carry out its purpose as stated herein, so long as its actions are not in conflict with the laws of the City of Sioux City, the State of Iowa, or the United States of America.

The Commission may enter into all necessary contracts and may make expenditures for such services, administration, and planning as the Commission deems to be in the best interests of the participants herein consistent with the approved budget. The Commission shall hire a person as its Director of Information Technology. This person shall be under the supervision of the Commission. The Director of the Communications Center shall be employed by the Communications and Criminal Information Committee and subject to their supervision. Both the Director of Information Technology and the Director of the Communications Center shall be City employees for the purposes of wages, benefits, and employee organizational rights. For the purpose of carrying out this Agreement, the Commission may acquire title to real property.

A decision by a majority of the members of the Commission shall be binding upon the City and the County.

Article IE – Insurance

The Commission may obtain such insurance as is necessary to cover risks of operating the Communications Center or the Information Technology Center consistent with the approved budget.

Article IF – Meetings

The Commission shall meet not less than once each calendar month, at such times and places as the chairperson shall designate unless a quorum can not be established for a particular month. Notice shall be sent to the Commissioners and designated representatives of member cities in accordance with Chapter 21 of the Iowa Code as amended.

Article IG – Amendment

The Agreement may be amended by mutual agreement between the City and the County.

Article IH - Joining and Withdrawing-Dissolution

The City or County may withdraw from participation in this Agreement by adoption of a resolution of its governmental body stating that its government withdraws as of a particular future date. The date shall be at least 180 days beyond the date of said resolution. The withdrawing party shall deliver to the other party and to the Chairperson of the Commission a copy of such resolution within 10 days following its adoption. The withdrawing party may withdraw from either the Communications part of this Agreement or the IT part of this Agreement or both.

Should either the City or County adopt a resolution of withdrawal from the entire Agreement and deliver it to the other and to the Chairperson of the Commission within 10 days, the Commission shall be dissolved on the date specified in the resolution for the withdrawal of the government, which shall not be less than 180 days after the date of said resolution. Should the withdrawing party withdraw from only one part of this Agreement, the Commission shall remain to oversee the remaining functions of this Agreement.

Article II - Disposition of Assets Upon Dissolution

In the event that either the City or the County desires to terminate this Agreement other than by mutual consent of the City and County, the party desiring to terminate the Agreement shall not be entitled to any share of the value of the assets/property including all software licenses acquired by the Commission and such withdrawing party will be deemed to have forfeited to the Commission all of its interest in and to all assets/properties that are jointly owned and managed by the Commission regardless of the contributions made by the withdrawing party at any time.

Article IJ – Additional Participants

Any unit of government within Woodbury County may become a participating member of the Agreement participating in only the communications activity or only the IT and criminal information system activity or both. Such election shall be by resolution duly adopted by the governing body of the participating member certified to the commission.

The Commission shall accept such units of government by resolution under such terms and conditions as it may impose or it may decline to accept the unit of government as a participating member.

Each unit of government entering into this Agreement, as a participating member, shall have the right to appoint, by resolution, a representative to the Commission. Such representative shall not be a Commissioner, but may act in an advisory capacity to the Commission. A city participating in this Agreement may designate the Commissioners appointed by Woodbury County as its representatives to the Commission.

The governing body of any participating member in this Agreement may withdraw from this Agreement by resolution of such governing body stating that it withdraws as of a particular date, which date shall be at least 30 days beyond the date of the resolution.

Article IK – Previous Agreements

All previous agreements between the City and the County are terminated upon the effective date of this agreement. Specifically, the Intergovernmental Agreement creating the Woodbury County Information & Communication Commission dated November 24, 1986 and revised Agreement dated on July 1, 1987 is terminated and have no force or effect.

Division II - Information Technology Functions

Article IIA- Powers

The Commission shall have the power to enact policies for the operation of the consolidated Information Technology and shall have the power to hear complaints from citizens regarding said operations.

The Commission may employ such Information Technology employees, including consultants, as it may deem necessary to carry out the purpose of this Agreement consistent with the approved budget. For administrative purposes IT employees shall be city employees. All IT employees, with the exception of consultants, shall reside within Woodbury County or within two miles of the Woodbury County Boundary or within ten miles of the Sioux City Corporate Boundary.

Article IIB – Operations

For IT and automated criminal information activities, the Commission shall establish a single computer Datacenter conveniently located near City Hall and the Courthouse or a facility mutually agreeable to the WCICC Commission. Personal property used to operate the Datacenter shall be the property of the Commission unless leased. The Commission shall abide by federal regulations concerning the use and disposition of equipment supplied by federal grant.

Article IIC – Financing

The consolidated IT and automated criminal information system activities shall be financed as follows:

- a) Prior to January 1 of each year, the Commission shall establish a proposed budget for the ensuing fiscal year. Following the adoption of its budget by the Commission and its approval by the City and County, the City and County shall each include in their budget

an amount to be provided to the Commission during the ensuing fiscal year. The amount to be included in the budget of the City shall be equal to the Commissions estimated cost of providing Information Technology and automated criminal information services to the City for the next fiscal year including the City's share of any approved capital improvements. The estimate shall be based upon historical data and in anticipated future activities by the City. The amount to be included in the budget of the County shall be equal to the Commissions estimated cost of providing IT and automated criminal information services to the County for the next fiscal year including the County's share of any approved capital improvements. The estimate shall be based upon historical data and anticipated future activities by the County.

Cost allocated for capital improvements shall be determined by the Commission. Such costs shall be allocated on the basis of benefits derived by the particular user. If the Commission determines that a capital improvement is of general, rather than particular benefit, the cost shall be allocated on the 50% ratio.

- b) The City shall be responsible for the prompt payment of all expenses authorized by the Commission utilizing its own funds set aside for Commission expenses and those paid to it by County as its share of the Commission's expenses. The County shall pay its share of capital improvement expenses quarterly. Payments for services are due monthly and in the case of the County shall be paid to the City within thirty days after the month the services are rendered. Charges for services shall be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies shall be charged fifty percent to the City and fifty percent to the County. Capital improvements that benefit the City and the County shall also be charged fifty percent to the City and fifty percent to the County. Capital Improvements or software or any other device benefiting or serving a single entity shall be billed to that entity.
- c) If the budget as approved by the Commission, the City and the County contains capital improvement projects equally beneficial to the City or the County that will not be financed out of current tax dollars, the City shall provide the interim financing to pay for the project. The County's approval of the budget shall constitute authorization to the City to borrow funds in any lawful manner or to otherwise provide the funds from available revenues for the project. The City will be responsible for complying with all laws and regulations which are applicable to the issuance of any debt to provide the necessary funds to pay for the project.

Prior to issuance of debt by the City or otherwise making funds available to the Commission for a capital improvement project, the County shall approve and deliver to the City a promissory note and loan agreement with respect to repayment of the County's share of capital improvement project. The terms of the note and loan agreement shall be subject to approval and acceptance by the City.

Capital improvement projects which benefit the County only must be financed by the County unless the City consents to providing the interim financing.

- d) The Commission shall administer funds received from federal or state sources, and shall be responsible for the application for grants of funds from criminal information purposes.
- e) Initial contributions of personal property given to the Commission to carry out the purposes of this Agreement by the City or County may be lent, leased or sold to the Commission. If loaned or leased, title to the Property remains with the lender. If sold or

leased to the Commission, the price is subject to the approval of the noncontributing party.

- f) All personal property acquired to affect the purposes of this Division of the Agreement shall be under the immediate control and supervision of the Commission. However, the ownership of all the said personal property shall be divided between the City and County so that each has an undivided one-half ownership interest in the said personal property. Personal property acquired during the term of the Agreement, and paid for entirely from the funds of either the City or the County, shall belong to the entity providing the funding.

Division III - Communications Functions

Article IIIA - Powers

The Commission shall have the power to establish a proposed budget, enact general policies for the operation of the communications activity, and shall have power to hear complaints from citizens regarding said operations.

The Commission shall enter into an agreement with a criminal justice agency to provide day-to-day supervision of the Woodbury County Communications Center and consolidated automated criminal information system.

All communications personnel employed by the Commission shall be city employees for the purpose of wages and benefits and employee organization rights but shall be under the control and supervision of the Woodbury County Communications and Criminal Information Committee. All communication employees, with the exception of consultants, shall reside within Woodbury County or within two miles of the Woodbury County Boundary or within ten miles of the Sioux City Corporate Boundary.

Article IIIB - Operations

For its communication activities, the Commission shall establish a single operations center. The center is presently located in the Police and Fire Administrative Headquarters building. The Communications Center will be relocated to The Security Institute located within the Western Iowa Community College Campus in 2008/2009. Personal property located in the Police and Fire Administrative Headquarters building shall be relocated to The Security Institute. Personal property not relocated and used at the new facility shall be sold in the manner directed by the Commission and the proceeds credited to the Commission's budget to be used to offset the costs of moving the Communications Center and, or the costs of new equipment purchase for use at the new Communications Center. Personal property used to operate the center shall be the property of the Commission unless leased. The Commission shall abide by federal regulations concerning the use and disposition of equipment supplied by federal grant.

Article IIIC - Financing

- a. Prior to January 1 of each year, the Commission shall adopt a budget for the ensuing fiscal year. Following the adoption of its budget by the Commission and its approval by the City and County, the City and County shall each include in its budget an amount to be provided to the Commission during the ensuing fiscal year. The amount to be included in the budget of the City shall be (69.8%) of the budget adopted by the Commission. The amount to be included in the budget of County shall be (30.2%) of the budget adopted by the Commission. Any excess money shall be credited to the City and County at their respective percentages for the following fiscal year. If the Commission's

expenses exceed the budget for that fiscal year, the City and County will be billed their respective percentages to cover the excess cost.

- b. The Commission shall administer funds received from the federal or state sources, and shall be responsible for the application for grants of such funds for communications purposes.
- c. Cost allocation for capital improvements shall be determined by the Commission. Such costs shall be allocated on the basis of benefits derived by the particular user. If the Commission determines that a capital improvement is of general rather than particular benefit, the cost shall be allocated on the 69.8%:30.2% ratio outlined above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative as of the date above first written.

Woodbury County, Iowa

By: *Donald Walsh*
Chairman, Board of Supervisors

City of Sioux City, Iowa

By: *Craig S. Bennett*
Mayor

Attest: *Ann M. Cardle*
City Clerk

Date: 7/9/2007

FILED
SECRETARY OF STATE
IOWA

STATE OF IOWA

AUG 7 10 00 AM '07

CITY OF SIOUX CITY

Woodbury County

Office of the City Clerk

I, Lisa L. McCardle, City Clerk of the City of Sioux City and City Clerk of the City Council thereof, and as such, having charge of and in my possession all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of the Resolution No. 2007-0540 adopted by the City Council of the City on the 9th day of July, 2007 upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 3rd day of August, 2007.



Lisa L. McCardle, City Clerk

(SEAL)



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY

FILED

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8/25/2015 2:05:21 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 Sioux City, Iowa	City	Woodbury
Party 2	Woodbury County, Iowa	County	Woodbury
Party 3			
Party 4			
Party 5			

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 370 Other Public Works
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 Resolution approving Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission between the City of Sioux City, Iowa and Woodbury County, Iowa

Item 4. The duration of this agreement is: *(check one)* Agreement Expires 7/1/2027 Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*
 NO
 YES Filing # of the agreement: M038762
(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 _____ FIRST Name _____
 Title _____ Department _____
 Email _____ Phone _____

RESOLUTION NO. 2015- 0641
with attachments

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT CREATING THE WOODBURY
COUNTY INFORMATION AND COMMUNICATIONS COMMISSION BETWEEN
THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY, IOWA

WHEREAS, on July 9, 2007, pursuant to Resolution No. 2007-0540, the City Council approved an Intergovernmental Agreement with Woodbury County, Iowa, creating the Woodbury County Information and Communications Commission; and

WHEREAS, the City of Sioux City, Iowa and Woodbury County, Iowa, desire to amend said Intergovernmental Agreement as set forth in the attached Amendment No. 1 to the Intergovernmental Agreement; and

WHEREAS, the City Council is advised and does believe that said Amendment No. 1 to the Intergovernmental Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the attached Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission be and the same is hereby approved as to form and content and the Mayor and City Clerk are hereby authorized and directed to execute said Amendment No. 1 to the Intergovernmental Agreement for and on behalf of the City.

BE IT FURTHER RESOLVED that a copy of this Amendment No. 1 to the Intergovernmental Agreement be filed with the Secretary of State and the Woodbury County Recorder.

PASSED AND APPROVED: August 24, 2015


Robert E. Scott, Mayor

ATTEST: 
Lisa L. McCardle, City Clerk

**AMENDMENT NO. 1
TO THE INTERGOVERNMENTAL AGREEMENT
CREATING THE WOODBURY COUNTY INFORMATION
AND COMMUNICATION COMMISSION**

Preamble

This Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission is made by and between the City of Sioux City, Iowa (herein "City"), and Woodbury County, Iowa (herein "County") effective the 1st day of September, 2015.

WHEREAS, The City and County entered into an Intergovernmental Agreement creating the Woodbury County Information and Communications Commission effective 1st day of July 2007;

WHEREAS, The City and County wish to amend the Intergovernmental Agreement. For good and valuable consideration, the City and County agree as follows:

AMENDMENT

The Intergovernmental Agreement, effective the 1st day of July, 2007 is amended as follows:

Division I – General Provisions, Article IA Commissions - is amended as follows:

The Commission created hereby shall consist of five Commissioners who shall be one of the following:

1. Two members from the City Council of Sioux City.
2. Two members from the Woodbury County Board of Supervisors.
3. A Citizen Representative selected by the four Commissioners, subject to the approval of the Sioux City City Council and the Woodbury County Board of Supervisors who shall serve for a three year term. The Citizen Representative may serve additional three year terms subject to approval of the Sioux City City Council and the Woodbury County Board of Supervisors.

The City Council of Sioux City and Board of Supervisors of the County shall designate by motion or resolution their respective members of the Commission, and may designate alternates who shall serve in the absence of the designated Commissioners, which alternates shall exercise all the powers of the designated Commissioner. Alternates must be members of the City Council or the Board of Supervisors.

The Citizen Representative shall serve as chairperson of the Commission.

A quorum shall consist of a majority of all the Commissioners. However, the quorum must consist of a Commissioner from the City Council and a Commissioner from the Board of

Supervisors. Each Commissioner shall be entitled to one vote. Actions may be taken by the Commission upon a majority vote of all of the Commissioners unless otherwise stated herein or unless the Commission establishes a requirement of a greater number of votes through adoption of a bylaw to that effect which is agreed to by the County and the City.

Article IIC – Financing - is amended as follows:

b) The City shall be responsible for the prompt payment of all expenses authorized by the Commission utilizing its own funds set aside for Commission expenses and those paid to it by County as its share of the Commission's expenses. The County shall pay its share of capital improvement expenses quarterly. Payments for services are due monthly and in the case of the County shall be paid to the City within thirty days after the month the services are rendered. Charges for routine services and staff time shall be charged by device count. Device count shall be interpreted to mean actual devices utilized by the City and County respectively. Examples of such devices shall include, but not be limited to: desktop computers, laptop computers, tablets, and multi-functional printers. Special project services, including major coding work, shall be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies shall be charged fifty percent to the City and fifty percent to the County. Capital improvements that benefit the City and the County shall also be charged fifty percent to the City and fifty percent to the County. Capital Improvements or software or any other device benefiting or serving a single entity shall be billed to that entity.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 by their duly authorized representatives effective as of the date above first written.

Woodbury County, Iowa

By: *Marked Name*
Chairman, Board of Supervisors

Attest: *Jessie Deputy*

Date: 08/18/15

City of Sioux City, Iowa

By: *[Signature]*
Mayor

Attest: *[Signature]*
City Clerk

Date: 8/24/15