

Date..... December 17, 2007

APPROVING METROPOLITAN COALITION AGREEMENT

WHEREAS, the City of Des Moines, Iowa, the City of West Des Moines, Iowa, the City of Dubuque, Iowa, the City of Cedar Rapids, Iowa, the City of Iowa City, Iowa, the City of Sioux City, Iowa, , the City of Ames, Iowa, the City of Council Bluffs, Iowa, and the City of Davenport, Iowa, consider it desirable to unite the larger cities of Iowa with similar concerns in an organization intended to enhance communication and to advance common interests in legislative matters; and

WHEREAS, it is the intention of the Coalition to work collaboratively with the Iowa League of Cities in promoting the enactment of legislation beneficial to cities and opposing legislation harmful to cities; and

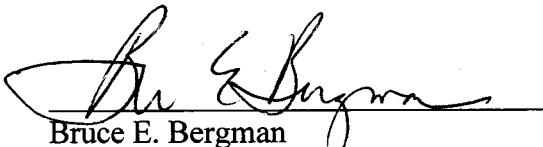
WHEREAS, the City Attorney has reviewed and approved the Metropolitan Coalition Agreement:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:

1. That the attached Metropolitan Coalition Agreement is approved and the Mayor and City Clerk are hereby authorized to execute the Agreement for and on behalf of the City of Des Moines, Iowa.

APPROVED AS TO FORM:

Moved by _____ to adopt.


 Bruce E. Bergman
 City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

 City Clerk

MOTION CARRIED

APPROVED

.....
 Mayor

METROPOLITAN COALITION AGREEMENT

December, 2007

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MEMBER SIGNATURE PAGES.....

WHEREAS, the City of Des Moines, Iowa, the City of West Des Moines, Iowa, the City of Dubuque, Iowa, the City of Cedar Rapids, Iowa, the City of Iowa City, Iowa, the City of Sioux City, Iowa, , the City of Ames, Iowa, the City of Council Bluffs, Iowa, and the City of Davenport, Iowa, (hereinafter referred to collectively as the "Members") consider it desirable to unite the larger cities of Iowa with similar concerns in an organization intended to enhance communication and to advance common interests in legislative matters; and

WHEREAS, the Members have agreed that the terms of this Agreement shall be given effect and govern the matters set forth herein.

NOW, THEREFORE, THE MEMBERS AGREE AS FOLLOWS:

ARTICLE I. NAME AND PURPOSE

Section 1. Name. This organization shall be known as the “Metropolitan Coalition” (the Coalition”).

Section 2. Purpose. The Coalition is a non-partisan advocacy organization. The purpose of the Coalition is to unite larger cities with similar concerns in an organization intended to enhance communication and to advance their common interests and effectiveness in legislative matters. It is the intention of the Coalition to work collaboratively with the Iowa League of Cities in promoting the enactment of legislation beneficial to cities and opposing legislation harmful to cities. The Coalition cities are dedicated to a strong Greater Iowa. The mission of the Coalition is to develop sustainable communities for businesses and families through economic growth and good local government.

ARTICLE II. ORGANIZATION

Section 1. Membership. The parties to this Agreement shall each be Members of the Coalition upon execution of this Agreement as provided in Article II. Each Member of the Coalition shall also be a member of the Iowa League of Cities.

Section 2. Directors and Officers.

Directors. The Board of Directors shall be composed of one representative from each Member of the Coalition.

Officers. The officers of the Coalition shall consist of a Chair, Vice-Chair, Secretary and Treasurer. One person may hold the position of Secretary and Treasurer. The duties of the officers shall be those prescribed in this Agreement, and any additional duties as may be prescribed by the Board of Directors by resolution adopted in accordance with

this Agreement. The officers shall be elected by the Board at the Organization meeting of the Board of Directors, and thereafter annually at the annual meeting of the Board of Directors. All officers shall hold office for a term of one year or until the succeeding annual meeting and until a successor is elected. Officers shall be elected from among the members of the Board of Directors. Should any officer leave office for any reason such Officer's official position with the Member the Officer represents, such Officer's position shall immediately become vacant. Any vacancy shall be filled at a special meeting called for such purpose. Any officer elected to fill a vacancy shall service the remaining term of the office.

Section 3. Voting. Each Director or Alternate shall have one vote. A majority of the number of Directors established by this Agreement shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A Director or alternate must be present at a meeting of the Board of Directors, in person or electronically, to be eligible to vote and a Director may not vote by proxy. The affirmative vote of a majority of the Directors present, in person or electronically, at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4. Meetings. There shall be an annual meeting of the Board of Directors held each year at such time and place as may be determined by the Board. The Board may establish a schedule of regular meetings. Special meetings of the Board of Directors may be called by the Chair or at the request of any two Directors. The Chair shall preside at all meetings of the Board of Directors. In the absence of the Chair, the Vice Chair shall preside. One or more Directors may participate in a meeting through the use of any means of communicating by which all members of the Board participating in the meeting may simultaneously hear each other during the meeting.

ARTICLE III – POWERS OF COALITION

Section 1. General Powers. The business and affairs of the Coalition shall be managed by the Board of Directors or by any committee established by this Agreement or as prescribed by a resolution adopted by the Board of Directors in accordance with this Agreement.

ARTICLE IV – COMMITTEES

Section 1. Executive Committee. An Executive Committee is hereby created which shall consist of the Chair, Vice-Chair, Treasurer and two additional members elected by the Board of Directors from its membership. The Executive Committee shall have the power to perform ministerial acts on behalf of the Coalition, and, upon the request of the Board of Directors, to make recommendations to the Board of Directors on matters involving policy. Meetings of the Executive Committee may be called by the Chair of the Executive Committee, by giving written or oral notice of the meeting at least twenty-four

hours before the meeting specifying the time, place, and agenda of the meeting.

Section 2. Other Standing Committees. The Board of Directors may create such committees as are necessary from time to time to assist in the accomplishment of the objectives of the coalition.

ARTICLE V – STAFF

Section 1. Appointment. A Director of Governmental Affairs shall be appointed by the Board of Directors to serve at the pleasure of the Coalition. The Board of Directors shall establish conditions of employment and compensation for the Director of Governmental Affairs and a description outlining general responsibilities and job assignment instructions more specifically defining the duties and tasks of the Director of Governmental Affairs. The evaluation of job performance of the Director of Governmental Affairs shall be by the Board of Directors.

Section 2. Duties and Responsibilities. The Director of Governmental Affairs shall be responsible for providing advice and assistance to the Board of Directors, the Chair and the other officers, and the committees, and shall be responsible for administering the operations of the Coalition. Lobbying activities engaged in by the Director of Governmental Affairs shall be accomplished under the direction of the Board of Directors. Unless otherwise designated, the Director of Governmental Affairs shall serve as Secretary of the Coalition and shall have such other powers and perform such other duties as may be provided by the Board of Directors or the Executive Committee.

ARTICLE VI. BUDGET

Section 1. Adoption of Budget. The Board of Directors shall adopt a budget at the annual meeting of the Coalition. The Executive Committee shall annually prepare a proposed budget, and shall distribute the proposed budget to the Board of Directors at least ten days in advance of the annual meeting. The fiscal year of the Coalition shall begin on July 1 and end on June 30.

Section 2. Disbursement of Funds. The Director of Governmental Affairs may disburse funds for any purpose authorized under this Agreement and by the action of the Board of Directors, but shall not make a commitment to spend money not otherwise authorized under the adopted budget for that year without the prior approval of the Board of Directors or an amendment to the budget.

Section 3. Annual Assessment. The Members shall be assessed annually for the expenses of the Coalition. Upon approval of the budget, the Board of Directors shall establish the annual fee for each Member based upon the following formula: (a) each Member shall be assessed ten cents per capita, based upon the population of the Member's city, according

to the most recent Decennial U.S. Census or any lawful special census, and (b) after subtracting the per capita assessment, the balance of the expenses shown in the budget shall be divided equally among the Member cities. Unless otherwise approved by the Board of Directors, annual assessments shall be billed by the Coalition upon approval of the annual budget, and shall be paid on or before July 15, except in the first year of the Coalition, when the annual assessment shall be billed on formal approval of the budget, and paid on or before January 15, 2008.

Section 4. Contracts. The Board of Directors may authorize any Officer or Officers, or agent or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Coalition.

Section 5. Distribution of Assets Upon Dissolution. Upon dissolution of the Coalition for any reason, the assets of the Coalition, after provision for the payment of lawful debts and obligations of the Coalition, shall be divided among the Members on the basis of their pro-rata contributions to the Coalition in the fiscal year in which such distribution is made.

ARTICLE VII – AMENDMENTS

Section 1. Amendments. This Agreement may be amended by the affirmative vote of a majority of the Directors, or alternates, present, in person or electronically, at any two regular or special meetings of the Board of Directors. Proposed amendments to this Agreement must be made in writing and distributed at least seven days in advance of the first meeting at which a vote on the proposed amendment will be taken. No amendment shall take effect until it has been filed with the appropriate public agency if required by law.

ARTICLE VIII – NOTICES

Section 1. Notices. All notices which are required or permitted to be given pursuant to this Agreement shall be made in writing and may be (1) personally delivered, (2) sent by ordinary mail, or (3) sent electronically and acknowledged, in each instance to the address then on file with the Coalition.

Section 2. Waiver of Notice. Whenever any notice is required or permitted to be given pursuant to this Agreement, a waiver of the notice in writing signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of the notice.

ARTICLE IX – WITHDRAWAL OF MEMBERS

Section 1. The withdrawal of any Member may be accomplished by the governing body

of the Member providing notice of withdrawal in writing to each of the other Members at least six months prior to the beginning of the fiscal year in which the Member proposes to withdraw from the Coalition.

ARTICLE X – EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. Effective Date. This Agreement shall become effective only upon approval and execution by two or more of the Members, and filing of this Agreement with the appropriate public agency if required by law.

Section 2. Duration of Agreement. The Coalition shall exist unless there are fewer than two Members of the Coalition remaining, in which case it shall be dissolved and the assets distributed as provided in Article VI, Section 5 of this Agreement.

ARTICLE XI – SEVERABILITY

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid, and to that end the provisions of this Agreement are severable.

ARTICLE XII – EXECUTION OF AGREEMENT

Section 1. Passage of Resolution. A Participating Community shall become a party hereto by the passage of a resolution approving this Agreement and authorizing execution of the same by its statutory officers.

Section 2. Signature Pages. Each Member approving this Agreement shall execute the separate signature page provided for it.

CITY OF DES MOINES, IOWA

T.M. Franklin Cownie, Mayor

ATTEST:

Diane Rauh, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public, personally appeared T.M. Franklin Cownie and Diane Rauh, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the 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 the Resolution and Roll Call No. 07-_____ adopted by the City Council on the ____ day of _____, 2007, and that T.M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Notary Public in the State of Iowa