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Home Rule
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JOINT AGREEMENT

CLAYTON COUNTY ENHANCED 911 SERVICE BOARD AND DELAWARE COUNTY ENHANCED 911 SERVICE BOARD

ARTICLE ONE - PURPOSE

Section One:

The purpose of this joint agreement is to create cooperative management, operational, and functional structures between the Clayton County Enhanced 911 Service Board and the Delaware County Enhanced 911 Service Board in order to efficiently and fairly conduct Enhanced 911 emergency telephone service for those telephone subscribers in each county whose place of residence is in one county and whose telephone exchange originates in the other county.

Section Two:

Such joint agreement shall set forth fully the purposes, powers, rights, objectives and responsibilities of the signatories of the agreement.

ARTICLE TWO - LEGAL STATUS

Section One:

This agreement shall be a joint undertaking of the counties and their E-9-1-1 Service Boards pursuant to Chapter 28E Code of Iowa.

ARTICLE THREE - COMMENCEMENT OF AGREEMENT

Section One:

This joint agreement shall commence at such time as the agreement is signed and filed with the Secretary of State and the County Recorder as required by the Code of Iowa.

Section Two:

This agreement shall not be entered into without appropriate action by ordinance, resolution or otherwise, pursuant to the law, rules and bylaws of the organizations which are signatories to the agreement. Such action shall be necessary before any such agreement may enter into force.

Section Three:

This joint agreement shall commence at such time as either county has conducted a successful 9-1-1 surcharge referendum and has begun to collect the telephone subscribers' billing surcharge for E-9-1-1 services. Further, the conditions described in Sections One and Two above shall have been met.

ARTICLE FOUR - DURATION, AMENDMENT AND TERMINATION

Section One:

The duration of this joint agreement shall be perpetual and shall not be amended or terminated unless action is effected by the procedures delineated in Sections Two and Three below.

Section Two:

Amendment of this agreement may be proposed at any regular 9-1-1 Service Board meeting as a regular agenda item. The amendment shall not be considered in force until approved by resolution of the organizations which are signatories to this agreement. All signatories must vote in the affirmative for the amendment to be adopted.

Section Three:

Termination of this joint agreement may be made by one of the parties to this agreement by formal resolution at a public hearing conducted by the E-9-1-1 Service Board. Such action shall require a simple majority vote in the affirmative by the quorum of voting members present.

Section Four:

The public hearing held for the purpose of terminating the joint agreement shall be held only if the meeting complies with the open meeting laws of the State of Iowa and formal written notice of the purpose of the meeting has been sent 45 days in advance to the other signatories of the agreement, the manager of the 9-1-1 operations center, and the chairpersons of the respective county Board of Supervisors.

Section Five:

Termination of this agreement shall not relieve either county or its respective service board of any shared, contracted or agreed upon financial obligations or encumbrances in effect because of this joint agreement at the time of the termination. All such obligations shall be met in full before the termination of this agreement shall be met in full before the termination of this agreement shall be considered final.

Section Six:

Termination of this agreement shall cancel all revenue agreements made by this covenant including the allocation or division of all telephone subscriber surcharge revenues. Re-allocation of such surcharge revenues shall be made in accordance with Section 34A, Code of Iowa, with the approval of the State E-9-1-1 Administrator.

ARTICLE FIVE- ADMINISTRATION OF THIS AGREEMENT

Section One:

This joint agreement shall be administrated by the Chairperson of each county's E-9-1-1 Service Board representing each of the counties party to the agreement. This shall constitute the Administrative Board.

Section Two:

The administrative board shall take such actions as may be from time to time required in the administration of this agreement. Such actions shall be ratified by the respective E-9-1-1 Service Boards before the actions are considered final. All actions shall be included in the minutes of each meeting conducted. Such minutes shall be prepared and distributed to all signatories and organizations party to this agreement.

Section Three:

The administrative board may submit to their respective service boards the acquiring, holding and disposing of real and personal property for use in the joint undertaking between the counties. The service boards may amend, refuse, ratify or order negotiations to take place for the stated actions described in this section.

ARTICLE SIX - ALLOCATION OF SURCHARGE INCOME

Section One:

The Colesburg and Edgewood telephone central office exchange territories overlap between Clayton and Delaware counties. The surcharge income derived from these exchange territories shall belong to the service board of the county whose public safety answering point answers the 9-1-1 calls.

ARTICLE SEVEN - SELECTIVE ROUTING

Section One:

9-1-1 calls received from all residents of Clayton and Delaware County with Colesburg telephone exchange service shall be routed to the Delaware County public safety answering point at the Delaware County dispatch center in Manchester, IA. 9-1-1 calls received from all residents of Clayton and Delaware County who reside within the City of Edgewood with Edgewood telephone exchange service shall be routed to the Delaware County public safety answering point at the Delaware County dispatch in Manchester, IA. All rural residents with Edgewood telephone exchange service shall be selectively routed to the Clayton County public safety answering point in Elkader, IA for Clayton County customers and to the Delaware County public safety answering point in Manchester, IA for Delaware County customers.

Section Two:

All 9-1-1 calls received in their respective Public Safety Answering Points originating from exchange subscribers located in the other county shall be electronically transferred to the PSAP of the county of origin if the emergency nature of the call demands a public safety agency response to be dispatched by the county of residence.

Section Three:

All costs of E-9-1-1 implementation and operation respective to the Colesburg telephone exchange and to the City of Edgewood telephone exchange shall be borne by Delaware County. All costs of E-9-1-1 implementation and operation for rural residents in the Edgewood telephone exchange shall be borne by each respective county serving their own residents. Clayton County agrees to pay Delaware County the amount of the surcharge per access line for its residents in the City of Edgewood and for its residents in the Colesburg exchange.

Colesburg Exchange

Project Element	Clayton County
Access Lines	99

Edgewood Exchange

Project Element	Clayton County
Access Lines	200

We, the undersigned, agree to the provisions for this covenant as outlined in Articles One through Seven, and hereto affix our signatures as witnesses to this agreement.

Date: December 10, 1997

Chairperson Clayton County
E-911 Service Board

Chairperson Delaware County
E-911 Service Board
William J. Skinner

Chairperson, Clayton County
Board of Supervisors
Neil Meyer

Chairperson, Delaware County
Board of Supervisors
Jerome E. Besler