City of Manchester

DELAWARE COUNTY, IOWA
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DEBORAH L. BENTON
DELAWARE CO. RECORDER
16.00

James T. Peters, P. O. Box 774, Independence, Iowa 50644 319 34-9992

COMMUNICATIONS CENTER AGREEMENT

THIS AGREEMENT, by and between the City of Manchester, Delaware County, Iowa, hereinafter referred to as "City", and Delaware County, Iowa, hereinafter referred to as "County";

IT IS HEREBY AGREED as follows:

1. This agreement is entered into pursuant to Chapter 28E.4 of the Iowa Code providing for agreements between public agencies for joint or cooperative action.

2. TERM. This agreement shall remain in effect for one (1) year, beginning the 8th day of March, 1999, and ending the 31st day of December, 1999. However, the agreement may be automatically renewed for an additional year term following expiration of the first term, unless terminated pursuant to Paragraph 3.

3. TERMINATION OF AGREEMENT. Either party may terminate this agreement by sending written notice by certified mail to the other party, such notice to be posted not less than 180 days prior to the December 31 termination of the agreement.

4. PURPOSE. This agreement is entered into to allow the parties to provide for efficient and appropriate emergency and law enforcement communications throughout Delaware County.

5. SERVICES PROVIDED. The City shall furnish and pay for radio operator service 24 hours a day, seven days a week, for operation of radio units located in the Manchester Police Department, also known as the Delaware County Communications Center, in the City of Manchester, Iowa. The radio communications service provided by the radio operators referred to herein shall be available to and for the benefit of law enforcement and related emergency services provided by various agencies throughout Delaware County.

6. EQUIPMENT AND FACILITIES. The City shall, subject to the other provisions set forth herein, provide for the physical facility used to house and operate communications center equipment and services that are the subject of this agreement.

7. COMMUNICATIONS CENTER EQUIPMENT. The City and County shall be equally responsible for all costs incurred for purchase, maintenance or replacement of emergency communications equipment and operating supplies.

8. TELEPHONE SERVICE COSTS. The City shall pay General Telephone Company or its successors and assigns providing telephone service to citizens and businesses in Delaware County, for its service charges on the leased lines to the west side water tower, antennas and radios, said antennas and radios being available to and for the benefit of the entire county pursuant to this agreement.

9. FINANCIAL OBLIGATIONS OF THE PARTIES.

(a) RADIO OPERATORS. Costs incurred by City for providing radio operator service as set forth herein shall include but not be limited to salary, employee contribution for social security, IPERS, insurance and unemployment charges. The County shall reimburse the City for 50 percent of such costs.

(b) GENERAL OPERATIONS COSTS. Costs of telephone service relating to and arising out of the operation of the communications center by the City shall be first paid for by the City and 50 percent of such costs reimbursed to the City by County.

(c) GENERAL COMMUNICATIONS EQUIPMENT. As set forth previously herein, costs for maintaining, repairing or replacing communications equipment used for operation of the communications center shall be paid equally by the City and County.

(d) GENERAL OPERATING EXPENSES. Costs incurred by the City for supplies and other materials used in the operation of the communications center shall be reimbursed by the County on a 50 percent basis.

(e) INSURANCE COSTS. As equal owners of all communications center equipment, City and County shall each be responsible for 50 percent of the costs incurred for obtaining insurance on such equipment. Such insurance shall name both City and County as loss payees.

Payments to be made by the County to reimburse City pursuant to the terms of this agreement shall be paid at least quarterly, upon proper presentation of a claim by the City.

10. NO ENTITY CREATED. This agreement shall not be deemed to establish any separate legal entity.

11. MANAGEMENT. The Chief of Police for the City of Manchester, Iowa, shall be responsible for operation of the communications center as set forth herein.

12. OWNERSHIP. All property and equipment used or purchased pursuant to this agreement shall remain jointly owned in undivided equal shares by County and City.

13. FILING. A copy of this agreement shall be filed with the Secretary of State and recorded with the Delaware County Recorder.

14. INVENTORY. City and County shall prepare annually an inventory setting forth all jointly-owned equipment used pursuant to this agreement. Such inventory shall be completed on or before the first day of July of each year for which this agreement is in effect. Upon completion of the inventory, City and County shall approve in writing the inventory as a complete listing of all assets jointly held by the parties pursuant to this agreement.

15. DISPOSITION OF EQUIPMENT UPON TERMINATION OF AGREEMENT. In the event this agreement between City and County is terminated, all jointly-held assets shall be sold in a commercially reasonable manner and the net proceeds of such sale divided equally between the parties.

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer
Milt L. Kramer, Mayor

BY: Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 4th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, 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 Manchester, 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 R-026-99 passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the 1st day of March, 1999, and that Milt L. Kramer and Karen K. Cole 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.

Linda K. Tutton
Notary Public in and for the
State of Iowa - Linda K. Tutton

DELAWARE COUNTY, IOWA

BY: G. Eldon Koeneke
G. Eldon Koeneke, Chairman
Board of Supervisors

BY: Sharon McCrabb
Sharon McCrabb, County Auditor

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 8th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared G. Eldon Koeneke and Sharon McCrabb, 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 Delaware, State of Iowa; that the seal affixed to the foregoing instrument is the seal of Delaware County, Iowa, and that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors on March 8th, 1999, and that G. Eldon Koeneke and Sharon McCrabb acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Carolyn A. Wilson
Notary Public in and for the
State of Iowa.