DELAWARE COUNTY IOWA
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DEBORAH L. BENTON
DELAWARE CO. RECORDER
N/C

All to Auditor

Prepared by: John W. Bernau, Delaware County Attorney, Delaware County Courthouse, 301 East Main Street, Manchester, Iowa 52057; 563-927-3819

# DELAWARE COUNTY/DELAWARE COUNTY CONFERENCE BOARD GEOGRAPHIC INFORMATION SYSTEM (GIS) 28E AGREEMENT

## ARTICLE I - LEGAL BASIS

**Section 1.** This agreement is made pursuant to Chapter 28E of the Code of Iowa (2001) between Delaware County, the Delaware County Conference Board and such other parties as may be joined hereto by an amendment to this agreement.

## ARTICLE II - PURPOSE

**Section 1.** The purpose of this agreement is to create a Geographic Information System (GIS) to be used to the mutual benefit of the parties to this agreement.

**Section 2.** This agreement is not intended to supersede or otherwise invalidate any other 28E or other agreements in which the parties to this agreement may be participating.

## ARTICLE III - IMPLEMENTATION OF THE AGREEMENT

**Section 1.** Parties. A public or private agency desiring to become a party to this agreement shall enact an ordinance or resolution of participation which authorizes signature of the agreement.

**Section 2.** Financing. This project will move forward in two stages, the implementation stage and operation stage. Financing for the implementation stage will be divided between the two parties as follows:

Delaware County Conference Board to provide $100,000.00 (75% of total) per year for four (4) years;

Delaware County to provide $33,250 (25% of total) per year for four (4) years.

Any unexpended funds remaining from the implementation stage will be returned to the parties under the percentages paid or advanced to the operation stage.

**Section 3.** Budget. The Conference Board and Delaware County shall appoint one party to the agreement to be responsible for establishing and maintaining a budget. The budget shall be reviewed and amended, as necessary, on a semi-annual basis, with input from all parties to this agreement. Financing for operation of the Geographic Information System (GIS) will be divided between the Conference Board and Delaware County based on an agreement to be reached at least one fiscal year prior to the completion of the implementation stage.

## ARTICLE IV - COMMENCEMENT OF OPERATIONS

**Section 1.** Parties to this agreement hereby agree that the agreement shall take affect upon adoption of the agreement by two or more public or private agencies (or political jurisdictions) within Delaware County, filing of the agreement with the Secretary of State and recording of the agreement with the Delaware County Recorder.

## ARTICLE V - DURATION AND AMENDMENT OF THE AGREEMENT

**Section 1.** Duration. This agreement shall have a minimum term of eight (8) years. Thereafter, unless otherwise terminated according to the provisions contained in Article IX of this document, the term of this agreement shall be perpetual.

**Section 2.** Amendment. This agreement shall be subject to amendments by the unanimous approval of all parties hereto. The agreement may also be amended to include new members through adoption of the appropriate resolutions by the public or private agencies seeking membership, and by the unanimous consent of the existing members.

## ARTICLE VI - ADMINISTRATION

**Section 1.** This agreement shall be administered, as necessary, by representatives of all parties to this agreement.

**Section 2.** All decisions pertaining to the acquisition, maintenance and disposal of any real or personal property jointly obtained as a consequence of this agreement shall be made by the parties participating in this agreement, or their designated representatives. All such decisions shall be unanimous. Disposition of any jointly acquired property shall be made prior to the termination of the agreement by all remaining parties to the agreement.

**Section 3.** The parties participating in this agreement, or their designated representatives, hereby appoint the Delaware County Auditor to be the custodian of this agreement. The custodian shall be responsible for the maintenance of an up-to-date copy of the agreement, including resolutions of participation and any resolutions of termination.

The custodian shall also be responsible for notifying all parties to the agreement of any proposed amendments to the agreement, and shall file any adopted amendments to the agreement in the same manner as the agreement itself.

## ARTICLE VII - IMPLEMENTATION AND OPERATION

**Section 1.** Implementation. Implementation of this project will be entrusted to the Delaware County Auditor with guidance to be provided by a GIS committee comprised of representatives from each County Department that anticipates being part of the project.

**Section 2.** Operation. Ongoing operation of the GIS system will be provided by the Delaware County Auditor and a GIS Coordinator, jointly funded by the Delaware County Conference Board and Delaware County under a formula to be determined pursuant to Article II, Section 3 of this agreement.

## ARTICLE VIII - LIABILITY

**Section 1.** Insurance for Errors and Omissions and Liability shall be provided by Delaware County.

## ARTICLE IX - TERMINATION OF THE AGREEMENT

**Section 1.** After an initial eight (8) year term, any party participating in this agreement which desires to terminate its participation in the agreement shall pass a termination ordinance or resolution and give written notice of its intent to terminate participation to all other parties to the agreement at least one (1) full fiscal year prior to termination. Copies of the termination ordinance or resolution and the written notice shall be attached hereto and made a part of this agreement. Termination of the entire 28E agreement shall occur in the event that no two members remain parties hereto.

**DELAWARE COUNTY, IOWA**

8-27-01
Date

By: Bill Skinner
Bill Skinner, Chairman, Delaware County Board of Supervisors

8-27-01
Date

By: Sharon McCrabb
Sharon McCrabb
Delaware County Auditor

STATE OF IOWA )
) ss:
DELAWARE COUNTY )

On this 27th day of August, 2001, before me, Carolyn A. Wilson, a Notary Public in and for the State of Iowa, personally appeared Bill Skinner and Sharon McCrabb to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in Ordinance No. _____ passed (or Resolution adopted) by the Board of Supervisors under Roll Call No. _____ of the Board of Supervisors on the 27th day of August, 2001, and Bill Skinner 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, State of Iowa

NOTARIAL SEAL IOWA
CAROLYN A. WILSON
Commission Number 167742
My Comm. Exp. 12-17-01

**DELAWARE COUNTY CONFERENCE BOARD**

8-27-01
Date

By: Bill Skinner
Bill Skinner, Chairman, Delaware County Conference Board

Subscribed and sworn to before me, a Notary Public, this 27 day of August, 2001.

Carolyn A. Wilson
Notary Public, State of Iowa

NOTARIAL SEAL IOWA
CAROLYN A. WILSON
Commission Number 167742
My Comm. Exp. 12-17-01

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