City of Manchester

DELAWARE COUNTY IOWA
FILED
2002 JAN 23 AM 8:40
BOOK 2002 PAGE 230
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
21.00

Preparer: James T. Peters, P.O. Box 774, Independence, IA 50644; (319)334-9992

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. The term of this agreement shall be perpetual, subject to termination of the agreement as set forth in Paragraph 3 below.

3. TERMINATION OF AGREEMENT. Either party may terminate this agreement by sending written notice by certified mail to the other party. Such notice shall be effective 90 days following the written notice.

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 parties acknowledge that the Delaware County 911 Commission has purchased and retains ownership of certain property used at the Communications Center. The Delaware County E-911 Commission shall remain fully responsible for maintenance costs of such equipment. The City and

County shall be equally responsible for all other costs incurred for purchase, maintenance, and operating supplies.

8. 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, workers compensation insurance, employer contribution for Social Security, IPERS, and other insurance and unemployment charges. The County shall reimburse the City for 50 percent of such costs.

b. GENERAL OPERATIONS. The County shall pay to the City the sum of $60 per month for utilities paid directly by the City. All costs for operation and maintenance for the Communications Center (including but not limited to telephone service, supplies, labor, and insurance) which are not specifically allocated by this agreement shall be shared equally by the City and County. Such costs shall first be paid by the City and the County shall, within 30 days of receiving a statement, reimburse the City for expenses under this agreement. The County may, subject to approval by the City, pay expenses directly to a supplier or service company.

c. GENERAL COMMUNICATIONS EQUIPMENT. Except for equipment purchased by the Delaware County E-911 Commission, all costs for maintenance, repairing or replacing equipment used for operation of this facility shall be paid equally by the City and County.

d. INSURANCE COSTS. The City and County shall each be responsible for one-half of the costs for obtaining insurance on equipment used by the Communications Center which is not owned and insured by the Delaware County E-911 Commission.

e. TELEPHONE SERVICE COSTS. The City shall pay Iowa Telecom 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. The County shall reimburse the City for one-half of such costs.

f. MANNER OF PAYMENT. 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.

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

10. MANAGEMENT. The Chief of Police for the City of Manchester, Iowa, shall be responsible for operation of the Communications Center as set forth herein.

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

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

13. 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, COUNTY OF DELAWARE, SS:

On this 18th day of June, 2002, 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-099-2002 passed (the Resolution adopted) by the City Council, under Roll Call No. ____ of the City Council on the 17th day of June, 2002, 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.

Julie A. Swanson
Notary Public in and for the State of Iowa

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-02

DELAWARE COUNTY, IOWA

BY: Shirley E. Helmrichs
Chairman, Board of Supervisors

BY: Sharon McCrabb
County Auditor

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 3 day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shirley E. Helmrichs 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 June 3, 2002, and that Shirley E. Helmrichs 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

CAROLYN A. WILSON
Commission Number 167742
My Comm. Exp. 2-17-04