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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer: James T. Peters, P.O. Box 774, Independence, IA 50644 (319) 334-9992
Return to: City Clerk, City of Manchester, 208 E. Main St., Manchester, IA 52057

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 terminate on June 30, 2011.

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

4. **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.

5. **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.

6. **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.

7. **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 which are not paid pursuant to paragraph g below.

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 for 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.

g. **PROCEEDS FROM PARTICIPATING ENTITIES.** Entities served by the Delaware County Communications Center other than the City of Manchester, Iowa and Delaware County are listed on Exhibit "A" a copy of which is attached hereto and by this reference made a part hereof. The entities listed on Exhibit "A" shall pay a fee for the costs of operation of the Delaware County Communications Center pursuant to the fee schedule set forth therein. Such fees shall be applied to the obligations set forth above in paragraph g. County shall assume the responsibility for collection of fees to be paid from each entity listed on Exhibit "A". In the event any entity listed on Exhibit "A" should be in default of obligations set forth herein County shall have the obligation to enforce collection from the entity in default.

Failure to enforce and collect funds in a timely manner from any entity in default of the terms of this agreement shall require County to advance the funds in default for payment of obligations set forth in paragraph a.

8. **NO ENTITY CREATED.** This agreement shall not be deemed to establish a separate legal entity.

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

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

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

12. **DISPOSITION OF EQUIPMENT UPON TERMINATION OF AGREEMENT.** In the event this agreement between City and County is not renewed, all jointly-held assets shall be sold in a commercially reasonable manner and the net proceeds of such sale divided equally between the parties.

13. **TERMINATION OF AGREEMENT.** The duration of the agreement shall be (3) years commencing on June 30, 2008 unless action is taken to withdraw or dissolve the agreement as herein stated:

    a. The governing body of the Party shall adopt a resolution to withdraw from the agreement.

    b. A certified copy of such resolution shall be filed with the City Clerk of Manchester and shall be postmarked no less than one (1) year prior to the anniversary date of this agreement.

    c. A certified copy of such resolution shall be mailed to all other parties to the agreement at such address as specified by each party herein, and shall be postmarked no less than 1 year prior to the anniversary date of this agreement.

    d. In the event of termination of this Agreement, County shall assume and hold City harmless for provision of dispatch services previously provided to communities as set forth on Exhibit "A".

CITY OF MANCHESTER, IOWA

CITY MANCHESTER IOWA SEAL

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

BY:

Erin Rempe, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 12th day of February 2008, before me, the undersigned, a Notary Public in and for the Sate of Iowa, personally appeared Milt L. Kramer and Erin Rempe, 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 Resolution R-031-2008 passed by the City Council, on the 11th day of February, 2008, and that Milt L. Kramer and Erin Rempe 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.

LAURA K. THOMAS
Commission Number 710[illegible]
My Commission Expires
5-2008

Laura K. Thomas
Notary Public in and for the State of Iowa

DELAWARE COUNTY, IOWA

DELAWARE COUNTY OFFICIAL SEAL IOWA

BY: Shirley E. Helmrichs, Board of Supervisors

BY: Carla K. Becker
Carla Becker, County Auditor

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this, 4th day of February, 2008, before me, the undersigned, a Notary Public in and for the Sate of Iowa, personally appeared Shirley E. Helmrichs and Carla Becker, 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 corporate seal of the County of Delaware, State of Iowa, and that the instrument was signed and sealed on behalf of the County by authority of its Board of Supervisors on the 4th day of February, 2008 and that Shirley E. Helmrichs and Carla Becker 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.

ANDREA SCHMIDT
Commission Number 744417
My Commission Expires
December 14, 2009

Andrea Schmidt
Notary Public in and for the State of Iowa

Exhibit A

FIRE & AMBULANCE DISPATCH FEES

CITY	POPULATION	# HOUSEHOLDS	PREVIOUS FEE	PROPOSED *FEE 08/09	PROPOSED **FEE 09/10	PROPOSED **FEE 10/11
Colesburg	412	477	$572.40	$741.60	$800.93	$865.00
Delaware	188	132	$158.40	$338.40	$365.47	$394.71
Delhi	458	1174	$1,408.80	$824.40	$890.35	$961.58
Dundee****	179	271	$325.20	$322.20	$347.98	$375.81
Earlville	900	510	$612.00	$1,620.00	$1,749.60	$1,889.57
Edgewood	923	655	$786.00	$1,661.40	$1,794.31	$1,937.86
Greeley	276	348	$417.60	$496.80	$536.54	$579.47
Hopkinton	681	617	$740.40	$1,225.80	$1,323.86	$1,429.77
Masonville****	129	212	$254.40	$232.20	$250.78	$270.84
Ryan	410	411	$493.20	$738.00	$797.04	$860.80
RMC***	18,404	N/A	$0.00	$8,200.80	$8,856.86	$9,565.41
			TOTAL	**$16,401.60**	**$17,713.72**	**$19,130.82**

The previous fee was based on $.10/household per month and was set in 1985.

*The proposed fee is based on $.15/capita per month according to the 2000 census.
** Fiscal Year 09/10 and 10/11 are 8% increases over the previous year.

*** RMC has not been charged a fee previous to 2008-2009. The fee is based on the total paid by the other entities.

**** The cities of Dundee & Masonville and Delhi Fire will continue to pay the previous fee until the new fee rates meet or exceed the previous rate.