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Delaware County, Iowa
DEBORAH PEXTON, RECORDER
BK: 2012 PG: 2235

Preparer: Timothy J. Vick, 208 East Main St., Manchester, IA 52057 (563) 927-3636
Return to: 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, 2015.

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.

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 60 percent of such costs.

b. **GENERAL OPERATIONS.** All costs for operation and maintenance for the Communications Center (including but not limited to utilities, supplies, labor and insurance) which are not specifically allocated by this agreement shall be split by the following ratio, City forty percent and County sixty percent. 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 split between the City (40%) and County (60%).

d. **INSURANCE COSTS.** The City and County shall each be responsible for sharing in 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. The County shall reimburse the City 60% of said costs.

e. **TELEPHONE SERVICE COSTS.** The City shall pay Windstream 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 sixty percent 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.

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 with sixty percent going to the County and forty percent returning to the City.

13. **TERMINATION OF AGREEMENT.** The duration of the agreement shall be three (3) years commencing on July 1, 2012 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

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

BY:
Erin Rempe, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 26 day of June 2012, 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-93-2012 passed by the City Council, on the 25 day of June, 2012, 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.

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

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

DELAWARE COUNTY, IOWA

BY: Shirley E. Helmrichs
Shirley E. Helmrichs, Chairperson,
Board of Supervisors

BY: Carla Becker
Carla Becker, County Auditor

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this, 18th day of June, 2014, 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 18th day of June, 2014 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.

ANNE RAVE
Commission Number 757687
MY COMMISSION EXPIRES
MARCH 25, 2015

Anne Rave
Notary Public in and for the State of Iowa

CITY OF MANCHESTER
COMMUNICATIONS CENTER

Exhibit A

ACCOUNT NUMBER	DESCRIPTION	FY 2007/08 ACTUAL	FY 2008/09 ACTUAL	FY 2009/10 ACTUAL	FY 2010/11 ACTUAL	FY 2011/12 BUDGET	FY 2011/12 RE-ESTIMATED	FY 2012/13 BUDGET	FY 2013/14 BUDGET	FY 2014/15 BUDGET
REVENUES										
001-4-1015-2-44650	DEL CO DISPATCH CONTRACT	$ 101,042	$ 116,273	$ 140,638	$ 132,795	$ 173,620	$ 138,359	$ 181,613	$ 187,451	$ 195,939
	TOTAL REVENUES	$ 101,042	$ 116,273	$ 140,638	$ 132,795	$ 173,620	$ 138,359	$ 181,613	$ 187,451	$ 195,939
EXPENDITURES										
001-6-1015-601000	DISPATCH SALARIES	$ 175,864	$ 178,177	$ 181,834	$ 191,994	$ 216,488	$ 198,714	$ 212,033	$ 218,454	$ 227,135
001-6-1015-604000	OVERTIME	$ 5,992	$ 7,094	$ 6,559	$ 5,889	$ 7,019	$ 6,096	$ 6,287	$ 6,507	$ 6,735
001-6-1015-611000	FICA	$ 13,025	$ 14,008	$ 14,167	$ 14,877	$ 17,099	$ 15,668	$ 16,702	$ 17,286	$ 17,891
001-6-1015-613000	IPERS	$ 10,139	$ 11,433	$ 12,217	$ 13,393	$ 18,037	$ 16,528	$ 18,928	$ 19,591	$ 20,277
001-6-1015-615000	GROUP INSURANCE	$ 10,717	$ 20,295	$ 28,637	$ 25,877	$ 29,923	$ 24,300	$ 27,215	$ 30,481	$ 34,138
001-6-1015-616000	WORK COMP	$ 702	$ 690	$ 3,649	$ 4,225	$ 4,416	$ 2,795	$ 4,658	$ 4,891	$ 5,135
001-6-1015-618000	UNIFORM ALLOWANCE	$ 361	$ 392	$ 316	$ 267	$ 725	$ 400	$ 400	$ 400	$ 400
001-6-1015-621000	DUES, MEMBERSHIPS, SUBSCRIPTIONS	$ 30	$ 60	$ 120	$ -	$ 200	$ 200	$ 200	$ 200	$ 200
001-6-1015-623000	TRAINING	$ 817	$ 568	$ 1,314	$ 462	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
001-6-1015-624000	TRAVEL & CONFERENCE	$ 1,383	$ 1,317	$ 1,410	$ 1,750	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
001-6-1015-631000	BUILDING & GROUNDS	$ 34	$ 273	$ 1,825	$ 17	$ 500	$ 500	$ 500	$ 500	$ 500
001-6-1015-634000	TYPEWRITER/COMPUTER MAINTENANCE	$ -	$ -	$ -	$ -	$ 1,000	$ 500	$ 500	$ 500	$ 500
001-6-1015-635000	EQUIP REPAIR & MAINTENANCE	$ -	$ 201	$ 207	$ 222	$ 1,000	$ 500	$ 500	$ 500	$ 500
001-6-1015-637300	TELEPHONE	$ 1,476	$ 1,225	$ 1,072	$ 968	$ 1,440	$ 1,200	$ 1,200	$ 1,200	$ 1,200
001-6-1015-637500	HEATING FUEL	$ 360	$ 454	$ 332	$ 355	$ 400	$ 400	$ 400	$ 400	$ 400
001-6-1015-637600	ELECTRICITY	$ 530	$ 552	$ 1,429	$ 1,513	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500
001-6-1015-640800	GENERAL INSURANCE	$ 1,068	$ 160	$ 362	$ 785	$ 439	$ 728	$ 865	$ 908	$ 954
001-6-1015-641100	ATTORNEY FEES	$ -	$ -	$ 1,824	$ -	$ 1,000	$ 1,400	$ 500	$ -	$ 1,000
001-6-1015-641500	EQUIPMENT RENTAL TELETYPE	$ 3,399	$ 2,670	$ 1,257	$ 3,843	$ 2,592	$ 5,200	$ 5,200	$ 3,000	$ 3,000
001-6-1015-650600	OFFICE SUPPLIES	$ 964	$ 756	$ 635	$ 758	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
001-6-1015-650700	OPERATING SUPPLIES	$ 945	$ 562	$ 392	$ 167	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
001-6-1015-650800	POSTAGE	$ 29	$ 77	$ 47	$ 42	$ 200	$ 100	$ 100	$ 100	$ 100
001-6-1015-672300	CAPITAL EXPENDITURES	$ -	$ -	$ 500	$ -	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
	TOTAL EXPENDITURES	$ 227,855	$ 240,964	$ 260,605	$ 267,404	$ 308,978	$ 281,729	$ 302,688	$ 312,418	$ 328,365