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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared by & Return to: Carla K. Becker, Delaware County Auditor, 301 E Main St, Manchester, IA  
(563) 927-4701

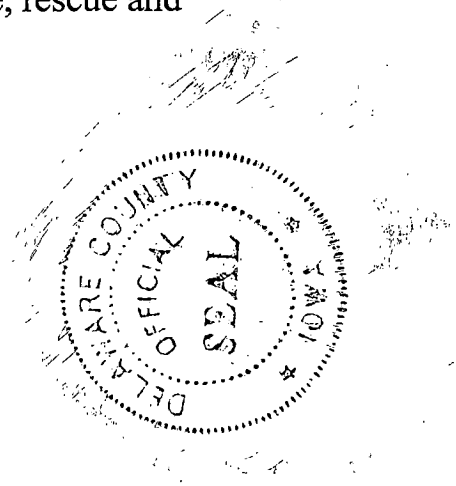
### AFFIDAVIT OF RECORDING

To Whom It May Concern:

I, Carla K. Becker, Auditor, for the County of Delaware, Iowa, do hereby certify that the attached is a true and exact copy of the 28E Agreement between Delaware County, Iowa and the City of Manchester to provide for emergency response communications services with law enforcement, fire, rescue and emergency medical services in Delaware County, Iowa.

Dated this 12<sup>th</sup> day of March, 2024

Carla K. Becker  
Delaware County Auditor



Subscribed and sworn to before me, a Notary Public, in and for the State of Iowa, on this 12<sup>th</sup> day of March, 2024.



Brittany Ries  
Notary Public in and for the State of Iowa

**28E Agreement**  
**For Emergency Communications**  
**Between the City of Manchester and Delaware County**

This 28E Agreement (“Agreement”) is entered into by and among the City of Manchester (“City”) and Delaware County (“County”) (each, a “Party”, collectively “Parties”). The Parties agree as follows:

1. Purpose and Scope. The purpose of the Agreement is to establish and govern the operation of the emergency response communications services for answering 911 calls and providing public safety communications with local law enforcement, fire, rescue and emergency medical services in Delaware County, Iowa pursuant to Chapter 28E and 29C of the Iowa Code.
2. Duration. This Agreement shall become effective upon approval and execution by all Parties, and the filing of this Agreement with the Iowa Secretary of State in accordance with section 28E.8 of the Iowa Code. The duration of this Agreement shall be for three (3) full fiscal years and shall automatically renew each fiscal year unless terminated pursuant to Paragraph 3.
3. Termination. This Agreement may be terminated at any time by either Party upon at least 12 months written notice to the non-terminating Party.
4. Administration. The Delaware County Sheriff’s Office shall provide the emergency response communications services under this Agreement and shall be responsible for administering this Agreement for purposes of Iowa Code Chapter 28E. No separate legal or administrative entity or joint board is created by this Agreement.
5. Additional Terms and Conditions.
  - a. The County will be the employer of record for all dispatchers. All dispatchers will become Delaware County employees no later than April 1, 2024. The City shall not be deemed a joint employer of the dispatchers. The County shall hold the City harmless and indemnify the City from any claim, demand, award, or judgment based on joint employment, including but not limited to payment of the City’s reasonable attorneys’ fees incurred in defending such claim, demand, award or judgment.
  - b. Effective July 1, 2024, the County will be responsible for 70% of all costs and expenses relating to the emergency response communications (defined as no more than the total cost of employing eight (8) full time or full time equivalent dispatchers for forty (40) hours per week for 52 weeks per year). (“The formula.”) The City will be responsible for the remaining 30% of the formula.

For expenses incurred by the County from April 1, 2024, through June 30, 2024, the County shall submit to the City an invoice for 30% of the actual salary and expenses. The invoice shall be submitted as soon as practicable after July 1, 2024.

- c. The County will propose a dispatch budget to the City no later than January 15 of each year the Agreement is in effect.
  - d. The City will make quarterly payments to the County based on the costs and expenses relating to the emergency response communications as defined in paragraph 5(b). The County shall, not less than fourteen (14) days prior to the fourth quarterly installment, provide the City with an accounting of actual outstanding costs and expenses so that the final payment shall be true and accurate. The City shall pay any remaining balance of the yearly expenses to the County at the fourth quarterly payment.
6. **Facilities and Equipment:** The Parties agree that the County may acquire, hold, and dispose of such real and personal property as necessary to carry out the purpose of this Agreement and for which there is sufficient funding. The Parties agree to utilize, to the maximum extent practicable, the services, equipment, supplies and facilities of existing departments, officers, and agencies of the state and of political subdivisions at the respective levels of responsibility. The County shall acquire and maintain such liability insurance as it deems appropriate in consideration of insurance market conditions and potential liabilities. The County shall carry such property insurance as it deems appropriate to cover building facilities that will house the dispatch center. All expenses for communications equipment including necessary repairs, supplies, equipment, and insurance will be paid for as arranged in this Agreement.
  7. **Amendments.** Terms of this Agreement may be amended only by a written Agreement executed by all Parties.
  8. **Addition of Entities:** An entity may join this Agreement upon the approval of all Parties and this Agreement shall be amended accordingly.
  9. **Distribution of Property:** Upon termination of this Agreement, any property acquired to carry out the terms of this Agreement shall be distributed to the Parties based on their financial contribution to the acquisition of such property, to the extent reasonably practicable.
  10. **Notices.** Notice under this Agreement is effective if given in writing by United States Mail, postage prepaid, certified or registered with return receipt requested, addressed to: (to the County): Attention County Auditor, 301 E. Main, Room 210, Manchester, IA, 52057; (to the City): Attention City Manager, 208 East Main St., Manchester IA 52057.
  11. **Interpretation and Enforcement.** Interpretation and enforcement of the Agreement shall be in accordance with Iowa law, including Chapter 28E and Chapter 29C of the Code of Iowa, and statutes respecting the rights and responsibilities of political subdivisions.

12. Severability. If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
13. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, and conditions among the Parties concerning joint emergency response communications services, and there are no other covenants, promises, agreements or conditions, either oral or written, among them. This Agreement abrogates all previous Agreements on this subject including but not limited to those filed with the Iowa Secretary of State's Office.
14. Upon execution, the County shall file this Agreement with the Iowa Secretary of State's Office.
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

(SIGNATURES ON FOLLOWING PAGES)

CITY OF MANCHESTER

Dated this 11<sup>th</sup> day of March, 2024

By: Connie Behnken  
Connie Behnken, Mayor  
City of Manchester, Iowa



Attest: Erin Learn  
Erin Learn, Manchester City Clerk

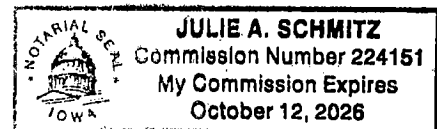
CITY OF MANCHESTER

STATE OF IOWA            )  
  ) ss:  
DELAWARE COUNTY        )

On this 11<sup>th</sup> day of March, 2024, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared **Connie Behnken and Erin Learn**, to me personally known, who being by me duly sworn, did say that they are the **Mayor and City Clerk**, respectively, of said municipal corporation executing the within foregoing instrument; the seal affixed thereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council; and that said Mayor and City Clerk was such officers acknowledged that the execution of said instrument to be voluntary act and deed of said corporation, by it and by them voluntarily executed.

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

My Commission expires: 10-12-2026



DELAWARE COUNTY

Dated this 11<sup>th</sup> day of March, 2024

By: *Pete Buschmann*  
Pete Buschmann, Chairperson  
Delaware County Board of Supervisors

Attest: *Carla K Becker*  
Carla K Becker, Delaware County Auditor



**DELAWARE COUNTY ACKNOWLEDGEMENT**

STATE OF IOWA            )  
  ) ss:  
DELAWARE COUNTY        )

On this 11<sup>th</sup> day of March, 2024, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared **Pete Buschmann and Carla K. Becker**, to me personally known, and, who being by me duly sworn, did say that they are the **Board Chairperson and County Auditor**, respectively, of Delaware County, Iowa; that the seal affixed thereto is the corporate seal of Delaware County, and that the instrument was signed and sealed on behalf of Delaware County, by authority of its Board of Supervisors; and that such officers acknowledged that the execution of said instrument to be their voluntary act and deed and the voluntary and deed Delaware County, by it voluntary executed.

*Brittany Ries*  
Notary Public in and for the State of Iowa

My Commission expires 4-28-2025

