

5

AGREEMENT  
INTERGOVERNMENTAL AGREEMENT CREATING THE REGIONAL INSTITUTE  
FOR PREPAREDNESS AGENCY AND COMMISSION

PREAMBLE

This Agreement is made and entered into by and between the City of Sioux City, Iowa (herein "CITY"), Woodbury County, Iowa (herein "COUNTY"), and Western Iowa Tech Community College (herein "College") (herein collectively referred to as the "Parties") pursuant to the authority in Chapter 28E, the Code of Iowa, to be effective on the 25th day of September, 2006.

ARTICLE I  
NAME

The official name of the organization created herein is the "Regional Institute for Preparedness Agency."

ARTICLE II  
PURPOSE

The purpose of this agreement is:

1. To establish the collaborative relationships between the City, the County and the College, to establish the Regional Institute for Preparedness Agency.
2. Through the Agency, to apply for grants and other funds from the State of Iowa which the State has made available for the construction a Regional Preparedness Building utilizing the funds made available from the State of Iowa for the construction of the new facility on the Sioux City Campus of the College.
3. To provide space within the building for the purpose of conducting training classes for first responders and other related training by the College.
4. To provide space within the building to house the 911 emergency dispatching employees and equipment who operate under the control and direction of the Woodbury County Information and Communication Commission, who serve Woodbury County, the City of Sioux City, and surrounding participating community's emergency responders.

5. To provide space within the building to house the emergency operations center and its equipment. The emergency operations center will serve the County and the City as well as the State of Iowa in the event state facilities are unavailable.
6. To establish joint operational guidelines and procedures for use of the Building by the different political entities who will occupy the Building.

ARTICLE III  
COMMISSION ESTABLISHED

1. The Parties hereby create the Regional Institute for Preparedness Agency Commission (herein "COMMISSION") as a separate administrative entity to carry out the purposes of this Agreement.
2. The Commission created hereby shall consist of seven Commissioners who shall be one of the following:
  - a. Two members representing the City of Sioux City
  - b. Two members representing Woodbury County
  - c. Two members representing Western Iowa Tech Community College
  - d. One member selected by the other commissioners who shall be a citizen-at-large and who resides in Woodbury County or in a community served by the emergency dispatching services provided for herein. The term of the citizen-at-large member shall be for three years. The citizen-at-large member may be removed by a majority vote of the remaining commissioners.
3. The City Council of Sioux City, the Board of Supervisors of the County, and Western Iowa Tech Community College Board of Directors shall designate, by resolution, their respective members of the Commission, and may designate alternates who shall serve in the absence of the designated Commissioners, which alternates shall exercise all the powers of a Commissioner in the absence of the designated Commissioner.

4. A quorum shall consist of a majority of all the Commissioners. Each Commissioner shall be entitled to one vote. Actions may be taken by the Commission upon a majority vote of all the Commissioners unless otherwise stated herein or unless the Commission establishes a requirement of a greater number of votes through adoption of a bylaw to that effect which is agreed to by the City, County and the College. The citizen-at-large shall serve as the chair of the commission.

ARTICLE IV  
THE BUILDING

1. It is anticipated that a new building (herein "building") will be constructed on the campus of the College to house the equipment and the employees of the 911 emergency dispatching operations, space for an emergency operations center and the classrooms to provide facilities to conduct emergency response training of all kind and nature. The building will be constructed by the College. The final plans and specifications for the building will be subject to the approval of Commission. The location of the building on the College's campus shall be as shown on Exhibit "A" attached hereto. The building shall be owned by the College but subject to the use by the City and the County as provided for herein.

ARTICLE V  
FINANCING

1. Funding for the construction of the building is to be primarily from grant monies from the State of Iowa going to the County. It is anticipated that these monies will be appropriated annually. Therefore, in the event the grant monies are not received to fund the design and the construction costs of the building in a timely manner, the County will issue bonds, pursuant to the provision of Chapter 419, on behalf of the college for the interim financing of the Project. The County, City and College shall each pay one-third of the costs associated with issuing these bonds. The county shall have the right to reimburse itself for any project loans it has made from grant monies as they become available in the future. The City and

the College may also contribute funds to this project but will not be under an obligation to do so.

2. The cost of relocating the 911 emergency communications personnel and equipment into the new building shall be paid for and coordinated by the Woodbury County Information and Communications Commission with the approval and advice of the City and the County. The City shall pay fifty percent of the cost and the County shall pay fifty percent of the cost less any available grant monies or eligible funds from any other source. The City shall provide the interim financing of these costs and shall submit a statement of the County's costs upon completion which shall be payable within thirty days of submission.
3. The City and the County shall be responsible for equipping the emergency operations center and relocating any equipment from existing facilities to the new building.
4. The College shall be responsible for the costs of equipping the classrooms with furniture and equipment which will be required to conduct emergency responder training.
5. After the construction of the building, the operation, maintenance, and depreciation will be shared by the parties in the following manner. The commissioners shall, in a timely manner, but in no event later than December 31 prior to the start of the next fiscal year prepare a budget for the operation of the building for the next fiscal year to include all expense that may be incurred. The budget shall be submitted to the Parties for their approval.
6. Upon approval of the budget by all of the Parties, the approved budget shall be funded as follows:

- A. Utilities. In the absence of a meter to measure the utility usage by the City, County or College, one-third of the utilities share be paid by the City, one-third by the County, and one-third by the College.
  - B. Waste material. One-third of the collection costs will be paid by the City, one-third by the County, and one-third by the College.
  - C. Janitorial. One-third of the Janitorial costs shall be paid by the City, one-third by the County and one-third by the College.
  - D. Snow removal. One-third of the snow removal costs of the parking lot serving the building shall be paid by the City, one-third by the County, and one-third by the College.
  - E. Yard maintenance. One-third of the yard maintenance costs of the lot surrounding the building shall be paid by the City, one-third by the County, and one-third by the College.
  - F. Building maintenance/repairs/insurance. One-third of the building maintenance/repair/insurance costs-shall be paid by the City, one-third by the County, and one-third per cent by the College.
  - G. Expenses of the commission. One-third of the Commission expenses shall be paid by the City, one-third by the County, and one-third one third by the College.
  - H. A sinking fund for major repairs as needed to the building. One-third of the Commission expenses shall be paid by the City, one-third by the County, and one third by the College.
7. The obligations of the City and the County shall be paid to the College in 12 equal installments, with the first payment due July 1 of the fiscal year and subsequent payment due the first day of each month thereafter. The College shall provide or shall make arrangements to provide and shall pay for the following services at the building: sewer, water, gas, and electric services; trash removal; lawn maintenance; snow removal; building maintenance and repairs. Each party shall be responsible for telephone service, data processing costs, all taxes of any kind that may imposed upon an individual Party; employee

expenses and payroll taxes and any other expense for the personal benefit of the receiving Party. Emergency communication personnel expenses shall be paid by the Woodbury County Information and Communications Commission as funded by the City and the County. The budget for these expenditures shall be separate from the budget from the operation of the building.

ARTICLE VI  
GENERAL POWERS

1. The Commission shall have the power to do all things necessary under Chapter 28E of the Iowa Code to carry out its purpose as stated herein, so long as its actions are not in conflict with the laws of the City of Sioux City, the State of Iowa, or the United States of America. The Commission may enter into all necessary contracts and may make expenditures for such services, administration, and planning as the Commission deems to be in the best interests of the participants herein consistent with the approved budget.
2. The Commission may employ such employees, including an administrator, instructors and consultants as it may deem necessary to carry out the purpose of this Agreement consistent with the approved budget. All emergency communications personnel shall be employed by the Woodbury County Information and Communications Commission, a 28E Agency created by the City and the County, through the Woodbury County Criminal Information Committee also created by the City and the County.
3. The Commission shall have the duty to establish the Regional Institute for Preparedness and arrange and provide training classes for first responders such that Regional Institute for Preparedness Agency shall develop a first class training and educational facility for emergency responders of all types.
4. The Commission shall have the power to establish rules and regulations concerning the use of the Building. Space for the 911 emergency communications equipment and personnel shall be considered reserved for their exclusive use. Space for the emergency operations

center shall be a shared space utilizing the space created for first responder training. However, in the case of an actual emergency necessitating a meeting of the emergency operations personnel, they shall have exclusive use of the space for the duration of the emergency.

Common areas, such as rest rooms, hallways, break rooms, and communal storage rooms shall be available for use by all persons using the Building but such use shall be subject to the rules and regulations established by the Commission..

#### ARTICLE VII MEETINGS

1. The Commission shall meet not less than four times per year, at such times and places as the chairman shall designate. Notice shall be sent to the Commissioners and designated representatives of member cities.

#### ARTICLE VIII AMENDMENT

The Agreement may be amended by mutual agreement between the City and County.

#### ARTICLE IX NOTICES

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be deemed given on (1) the date of personal delivery, or (2) the date of transmission by telecopy or other electronic means of communication, or (3) three business days after the date of deposit in the United States Certified Mail, postage prepaid, return receipt requested, to the party intended to receive such communication at the address listed below:

If to the City:

City Clerk  
P. O. Box 447  
Sioux City, Iowa 51102

with a copy to:

City Manager  
P. O. Box 447  
Sioux City, Iowa 51102

If to the County:

Woodbury County Auditor  
Woodbury County Courthouse  
620 Douglas Street  
Sioux City, Iowa 51101

with a copy to: Chairman  
Woodbury County Board  
of Supervisors  
620 Douglas Streets  
Sioux City, Iowa 51101

If to the College:

College President  
P.O. Box 5199  
Sioux City, Iowa 51102-5199

ARTICLE X  
DURATION

The duration of this Agreement and existence of the Commission shall be for an initial period of twenty years from the date of this Agreement. This agreement will automatically extend under the same terms and conditions for additional one year periods thereafter if none of the Parties requests a termination or longer extension prior to the expiration date. It may be extended for longer periods by mutual agreement of the parties. If the College desires to terminate this Agreement at end of the initial period, it shall give notice of such desire to terminate not less than two years prior to the end of the initial term. Thereafter, should the College desire to terminate this Agreement, the date of termination shall be no sooner than two years from the date of the notice. The two year notice requirement is to give the City and the County time to locate new facilities to house the emergency communications operations and to move equipment. The City and/or the County may terminate this Agreement by giving a six-month notice prior to the end of the initial term. Thereafter, should the City and/or the County desire to terminate this Agreement, the date of termination shall be no sooner than six months from the date of the notice. After the initial term, it is the intent of the Parties that any party may terminate this Agreement at anytime by giving the requisite notice unless a specific extension has been mutually agreed upon.

City of Sioux City Iowa

By: Craig S. Berenstein  
Craig S. Berenstein  
Mayor

Date: October 16, 2006

Attest:

By: Lisa L. McCardle  
Lisa L. McCardle  
City Clerk

Date: October 16, 2006

WOODBURY COUNTY, IOWA

By: Larry D. Clausen  
Larry D. Clausen  
Chairman, Board of Supervisors

Date: 10-19-06

Attest:

By: Pat Gill  
Pat Gill  
Woodbury County  
Auditor and Recorder

Date: 10-19-06

WESTERN IOWA TECH  
COMMUNITY COLLEGE

By: Dr. Robert Rasmus  
Dr. Robert Rasmus  
Board President for WITCC

Date: October 4, 2006