

RESOLUTION NO. 1132

RESOLUTION APPROVING A 28E AGREEMENT FOR SHARED USE OF WIRELESS EMERGENCY NOTIFICATION SYSTEM WITH CEDAR COUNTY.

WHEREAS, Cedar County and the City are interested in jointly participating in the use of an emergency notification system; and

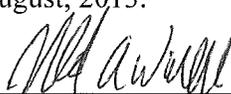
WHEREAS, to that end, the County Attorney has drafted a 28E Agreement that requires the approval of both the City Council and the Board of Supervisors of Cedar County; and

WHEREAS, it is in the best interests of the City to approve said 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to file a copy of the fully executed agreement with the Iowa Secretary of State as required by law.

Passed and approved this 5th day of August, 2013.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

28E Agreement for Shared Use of Wireless Emergency Notification System

This **28E Agreement** is entered into by Cedar County (herein "the County") and the City of West Branch (herein "the city") as shown below as Parties to the agreement.

I. PARTIES:

The Receiving Party:

Cedar County, Iowa; Board of Supervisors; 400 Cedar Street; Tipton, IA 52772.

The Sharing Party:

City of West Branch Iowa: 110 N Poplar St., PO Box 218, West Branch, Iowa 52358

II. PURPOSE:

Shared use of the W.E.N.S (Wireless Emergency Notification System) purchased annually from Inspiron Logistics for use in Emergency Notification Services, routine messaging services and I.P.A.W.S (Integrated Public Alert Warning Systems) Services which are acquired through Johnson County Emergency Communications by separate agreement in order to reduce costs associated with the system.

III. AGREEMENT PROVISIONS

a. Shared use of the following services which are contracted between Cedar County and Johnson County Joint Communications.

- i. All parties shall receive as part of this agreement from W.E.N.S. the following features: SMS Test messages, E-Mail, Page & Desktop Alerts in an unlimited amount as outlined in the contract between W.E.N.S. and Johnson County Joint Communications, who is the annual contract holder.
- ii. Unlimited administration authorities for their database and their user groups.
- iii. Unlimited groups and subgroups plus all ongoing upgrades and enhancements to the system which are provided by W.E.N.S. as part of the overall system upgrades to all users.
- iv. Includes all training, webinars, support by W.E.N.S. on customizing WENS, marketing, testing and customized entry points (websites) for each County plus technical support from W.E.N.S. / Inspiron.
- v. Included NOAA, IVDS, GIS Mapping, and all other system functionality provided by W.E.N.S.

b. Allotment of the following services

- i. Voice Calls: Included in the agreement is the text to voice conversion feature whereby a message can be created by typing in the text and it can be chosen to convert that to a programmed voice for voice message delivery. Voice calls in the annual 12 month package for Cedar County included as part of the agreement amounts to 10,560 voice call messages, delivered messages of any length.
- ii. Voice calls exceeding the 12 month 6,600 voice calls would be invoiced back at the end of the 12 month period at a rate of .11 cents per call if the total number of voice calls for the county and other municipalities exceed 33,000. For example, if the city uses 7,600 voice calls and all of the other municipalities and the County have not exceeded the 33,000 voice call

limit, no additional amount will be due at the end of the 12th month period. However, if the city uses 7,600 voice calls and the total number of voice calls for the municipalities and the county exceed 33,000, the city will be invoiced \$110.00 for the 1,000 call overage.

- iii. Monitoring of use of your voice message allocation burn rate is available to all parties through administrative functions within the system and it is highly unlikely either party will or would ever exceed its allocated voice calls package.

c. Other terms:

- i. Implementation fees from W.E.N.S are waived however each of the parties must provide once a year at its own expense the E911 database of phone numbers and addresses within its jurisdiction to W.E.N.S to be populated and is encouraged to market its residents and visitors to sign up through its own W.E.N.S. website portal for its county in order to capture cellular or Voip phone users into the database.
- ii. In January of each year, all of the involved parties shall discuss any changes to the fee structure or agreement or to the service vendor and shall make modifications to said agreement or provide notice if they are choosing to opt out of the upcoming years W.E.N.S agreement.

IV. CONSIDERATION:

The City of West Branch agrees to pay \$1,000.00 annually in consideration for the above services. Payment shall be made to The county no later than July 1 of each agreement year.

V. TERM OF AGREEMENT:

This agreement is for the term of one year starting July 1, 2013 and ending June ~~21~~, 2014. The agreement shall automatically renew each year with the terms unchanged until written notice of nonrenewal is provided by either party by January 31 prior to the next contract year.

30 MSW *

VI. TERMINATION.

Either party may terminate this agreement at any time upon 90 days of notice. Early termination during the agreement year does not entitle the City to a prorated refund of fees.

VII. NO SEPARATE LEGAL ENTITY:

This agreement does not establish a separate legal entity. Each party shall designate an administrator to administer the cooperative undertaking.

The undersigned Parties bind themselves to the faithful performance of this agreement.

* Technical Correction by City Clerk Matt Muckler on 08/14/13.

Cedar County Board of Supervisors

City of West Branch

By: Wayne Deerberg

By: Mark A. Worrell

Name: Wayne Deerberg
Chairman, Board of

Name: MARK A. WORRELL

Title: Supervisors for Cedar County

Title: MAYOR, City of West BRANCH

Date: 7-18-2013

Date: 08/08/13