

June 6, 2014

To: Mayor Bemrich and City Council
From: Tim Carmody, Chief of Police
Subject: LEC Rent Agreement



ACTION: For Vote Monday, June 23, 2014

Brief History

In 1980 the City of Fort Dodge and the Fort Dodge Police Department entered into an agreement with Webster County to define how rent was calculated for the space used by the Police Department in the Webster County Law Enforcement Center (LEC). That agreement set the foundation for the next 30 plus years.

Analysis of Issue

Early in FY 14 our staff began working with Webster County Board Supervisors to redefine the process and formula used to calculate LEC Rent. Due in large part to their open-minded approach and partnership of Supervisors Merrill Leffler and Mark Campbell we have been able to establish a formula based upon actual square feet used and the actual operational costs from the previous year. One other key point is that any changes for an upcoming year will be provided to the City and Police Department in August of the current year – allowing much better fiscal forecasting. This update sets a new foundation for our partnership and helps us to effectively plan for future budgets.

The attached Memorandum of Understanding and supporting documents clearly define the process and formula used. The square foot calculations have been reviewed and agreed upon by both sides as accurate and reasonable.

Budget Impact

Approval of this MOU results in an actual cost of \$57,643 for FY15, a reduction of approximately \$8,000 from FY14.

Strategic Plan Impact

N/A

Comprehensive Plan Impact

Approval of this agreement allows our department to remain in the LEC, sustaining and enhancing the partnerships that this joint facility encourages. This opportunity will help us to continue to provide top quality service to the citizen's of Fort Dodge.

Subcommittee or Commission Review / Recommendation

N/A

Staff Conclusions / Recommendations

It is our recommendation that Council approve the LEC Rent MOU as written.

Implementation and Accountability

Upon approval our staff will work with the Webster County Board of Supervisors to execute the agreement.

Signed

Approved

Tim Carmody
Chief of Police

David R. Fierke
City Manager

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF FORT DODGE, IOWA
AND
WEBSTER COUNTY, IOWA

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter, Agreement) made and entered into this ____ day of _____, 2014, by and between the City of Fort Dodge, Iowa, an Iowa Municipal Corporation (hereinafter, City) and Webster County, Iowa (hereinafter, County).

WHEREAS, the County and City entered in to a Memorandum of Understanding on August 21, 1980 regarding the City's lease of space from the County for the City's Police Department Operations within the County's Law Enforcement Center (hereinafter, LEC).

WHEREAS, the City and County desire to set out the terms of the Agreement between the City and the County regarding the LEC space utilized by the City such that both parties are able to more efficiently calculate and project the parties financial obligations related thereto.

NOW THEREFORE, the parties agree and stipulate as follows:

The Parties agree as follows:

1. This Agreement shall replace and make void the previously executed Memorandum of Understanding entered in to and by and between the County and City on August 21, 1980 and any subsequent addendums.
2. This Agreement shall become effective July 1, 2014.
3. The Operating Expenses associated with this Agreement shall include the following as reflected within the attached Exhibit Number 1:
 - a. Gas and Electricity
 - b. Water and Sewer
 - c. Repair and Maintenance
 - d. Maintenance Contract (Currently through Johnson Controls)
 - e. Insurance
4. The square footage of the LEC utilized by the City shall be as set out and determined within the attached Exhibit Numbers 2, 3 and 4.
5. The Operating Expenses for each current fiscal year will be based off of the previous fiscal years actual Operating Expenses.

The City agrees to:

1. Make equal, quarterly payments to the County based on the square footage of space utilized by the City within the LEC and then multiplied by the percentage of the Operating Expenses made attributable to the City. The Operating Expenses shall be determined based on the percentages reflected within the attached Exhibit Number 1.
2. Make the above mentioned equal, quarterly payments on July 1, October 1, January 1 and April 1 of each Fiscal Year.
3. Provide payment of Operating Expenses to the County pursuant to Paragraph 2 above, beginning on July 1, 2014. Said quarterly payments shall be one-quarter (25%) of the preceding Fiscal Year's total Operating Expenses, pursuant to the calculations contained within the attached Exhibit Number 1.

The County agrees to:

1. Provide the Operating Expenses, based on the most recent ending Fiscal Year, to the City during the month of August each Fiscal Year. This total amount attributable to the City will then be utilized in calculating the updated and revised equal, quarterly payments to be made by the City beginning July 1 of the next Fiscal year.

WHEREAS THE PARTIES FURTHER AGREE:

That all parties shall approve any and all changes to the terms of the Agreement as set out above.

This agreement shall be terminated only upon written notice by either Party no less than thirty (30) days prior to the end of Fiscal Year. Said termination shall be effective at the end of the following Fiscal Year.

This agreement shall be binding upon the heirs, successors in interest and assigns to all signatories to this agreement.

All parties of this agreement hereby and herewith agree to hold harmless and indemnify each of the other parties, their employees or representatives, from any and all liability to which they may be subject, arising out of the execution of this agreement.

This is the complete and final agreement of the parties and no statement not-herein contained has been relied upon by any party in affixing their signature hereto.

All parties warrant that they have full and sufficient authority to execute this agreement and that each party will sign whatever document is necessary to effectuate this agreement.

IN WITNESS WHEREOF, we have affixed our signature hereto.

CITY OF FORT DODGE, IOWA

ATTEST:

By: _____
Matt Bemrich, Mayor

Jeff Nemmers, City Clerk

STATE OF IOWA, WEBSTER COUNTY, ss:

On this _____ day of _____, A.D., 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bemrich and Jeff Nemmers to me personally known, who being by me duly sworn, did say that they are the Mayor and City clerk, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on the behalf of said corporation by the authority of its City Council; and that the said Mayor and City clerk as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Commission Expires

Notary Public in and for said State of Iowa

WEBSTER COUNTY

ATTEST:

By: _____
Clark Fletcher, Chairperson
Board of Supervisors

Carol Messerly, County Auditor

STATE OF IOWA, WEBSTER COUNTY, ss:

On this _____ day of _____, A.D., 2014, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared, Clark Fletcher and Carol Messerly to me personally known, who being by me duly sworn, did say that they are the Chairman, Board of Supervisors and County Auditor, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on the behalf of said corporation by the authority of its Board of Supervisors; and that the said Chairman and County Auditor as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Commission Expires

Notary Public in and for said State of Iowa

Calculations of Expenses for City use of Law Enforcement Center Space (Exhibit 1)

FY 2014 payments based on FY 2013 actual expenses as provided below:											
Floor	Gas & Elect.	%	Water & Sewer	%	Repair & Maint.	%	Maintenance Contract	%	Pro. Insurance	%	Total
Total Bill	\$92,724	100	\$5,157	100	\$12,758	100	\$225,485	100	\$19,943	100	\$356,067
Below Amounts Attributable to City based on Usage Per Square Feet:											
3rd & 4th	\$32,453	35	\$3,352	65	\$5,103	40	\$67,645	30	\$7,977	40	\$116,530
2nd	\$18,544	20	\$515	10	\$2,551	20	\$45,097	20	\$3,988	20	\$70,695
Main	\$23,181	25	\$515	10	\$2,551	20	\$67,645	30	\$3,988	20	\$97,880
Lower	\$18,544	20	\$773	15	\$2,551	20	\$45,097	20	\$3,988	20	70,953
Final numbers are \$9.00 off due to not including rounding up to nearest dollar amount.											
Calculations on Usage Per Square Feet (see attached Exhibits 2, 3 and 4 for how sq.ft. was calculated)											
Area	Square Feet Per Level	City Square Footage	Percentage of Level Utilized by City								
Lower level	13,866	3,361	24.2								
Main level	12,980	4,612	35.5								
2nd floor	13,680	1,114	8.1								
	Cost per Level	%	Total \$								
Lower Level	70,953	24.2	\$17,170								
Main Level	97,880	35.5	\$34,747								
2nd Floor	70,695	8.1	\$5,726								
		Total rent:	\$57,643								

City Use of Main Level Per Square Foot (Exhibit 2)									
Room #	Area Description	Total Square Feet	Square Feet Attributable to City Use	Shared Usage Per Square Feet	Common Area Per Square Feet				
114	Inner Waiting	125	125						
115	Lt & Sgt Office	208	208						
116	Capt. Thode's Office	147	147						
112	Hall	145	145						
113	Bath	40	40						
117	Cherly's	316	316						
118	Cherly's	42	42						
119	Testing	66	66						
111	Computer	148	148						
110	Capt. Nelson	148	148						
108	Chief	374	374						
107	Office	206	206						
106	Main Office	435	435						
107-108	Office Hall	95	95						
Total		2495	2495						
147	Sally	996		996	(-5%)				
148	Sally	816		816	(-5%)				
130	Bath	169		169					
131	Bath	186		186					
129	Storage	48		48					
133	Team & Dept. Office	367		367					
137	Sally Room	188		188	(-5%)				
138	Receiving	205		205	(-5%)				
139	Booking	116		116	(-5%)				
140	Interview	117		117	(-5%)				
151	Entry	36		36					
128	Hall	604		604					
Total		3848		3848					
104	Bath	178			178				
105	Bath	169			169				
102	Lobby	858			858				
101	Entry	65			65				
Total		1270			1270				
The City uses 2495 sq. ft. for just their use on this floor.									
The shared use areas are 50%. The sally areas noted are shared with a 5% figure reduction given to others. 1410 x 50% = 705. 2438 - 5% = 2316. 2316 x 50% = 1158. 1158 + 705 = 1863									
The City will be given 20% of the lobby area. 254 sq. ft.									
2495 + 1863 + 254 = 4612 total sq.ft. for City on this floor.									

City Use of Lower Level Per Square Foot (Exhibit 3)										
Room #	Area Description	Total Square Feet	Square Feet Attributable to City Use	Shared Usage Per Square Feet						
17	Evidence	436	436							
19	Squad	498		498						
12	Class	955		955						
31,32,33	Locker	1506		1506						
27,28,29,30	Locker	444		444						
34,35	Bath	372		372						
42	Hall	414		414						
13	Staging	140		140						
36	Hall	202		202						
22	Workout	691		691						
26	Hall	75		75						
24,25	Kit.storage	21		21						
Total		5754	436	5318						
The City uses the lower level more then others. A figure of 55% will be given to the fdpd.										
5318 x 55% = 2925 + 436 = 3361 total sq. ft. for the City.										

