RESOLUTION #5-5-2014A

A Resolution approving the following for KMVL: Recording and broadcasting 28E; Lease agreement with Dean and Patricia Traver and Agreement with West Branch Communications for broadcasting services.

Motion made by _____, seconded by _____ to _____ Resolution #5-5-2014A.

Resolution #5-5-2014A. _____ on May 5, 2014, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

_____
James L. Moore, Mayor

ATTEST:

_____
Sue Ripke
Asst. Administrator/City Clerk

Robert S. Hatala

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this ____ day of May, 2014, by and between DEAN C. TRAVER AND PATRICIA TRAVER, husband and wife, ("Landlord"), whose address, for the purpose of this lease, is 1662 Yeisley Road , Mount Vernon , Iowa 52314, and MOUNT VERNON/LISBON RECORDING AND BROADCASTING 28 E AGREEMENT [28E] ("Tenant"), whose address for the purpose of this lease is 213 First St. W, Mt Vernon, IA 52314 (City of Mount Vernon) and PO Box 68, Lisbon, IA 52253 (City of Lisbon).

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in LINN County, Iowa: 920 First Avenue NE, Mount Vernon, Iowa 52314, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2014, and ending on the 30th day of June, 2015, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent $ 500.00 per month, in advance commencing on the 1st day of July, 2014, and on the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also pay: Utilities per paragraph 6 .

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 0 % per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Tenant shall use the premises only for recording, post-recording, editing and broadcasting City Council meetings, other community meetings and events.

5. **CARE AND MAINTENANCE.**

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: (strike inapplicable words) "roof", "exterior walls", "foundation", "sewer", "plumbing", "heating", "wiring", "air conditioning", "windows and window glass", "parking area", driveways", "exterior decorating", "interior decorating". Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord: None excepted. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. **INSURANCE.**

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of $1,000,000 each occurrence and $1,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

B. The following shall constitute an event of default by the Landlord: Failure to keep areas in good repair as listed in paragraph 5 (b) above.

NOTICE OF DEFAULT

C. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

D. Tenant shall give Landlord a written notice specifying the default and giving Landlord ten (10) days in which to correct the default. If there is a default that cannot be remedied in ten (10) days by diligent efforts of the Landlord, Landlord shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Tenant. Tenant shall not be required to give Landlord any more than three notices for the same default within any 365 day period.

REMEDIES

E. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

16. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

17. **CERTIFICATION**. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18. ADDITIONAL PROVISIONS. In addition to the lease for the real estate, the $500 per month rent being paid by Tenants includes the rental of the following recording, editing and transmission equipment: See attached Exhibit A.

Routine maintenance of the equipment, cable repairs, cleaning, and part replacement for the rented equipment is the responsibility of the Landlord. In the event that it is required that equipment be sent to California for repair, those costs will be the responsibility of Tenants. Casualty insurance on the rented equipment valued at $25,000 (ACV) is the responsibility of the Tenant. Landlord agrees that in the event of a loss, Tenant will have satisfied its responsibility upon payment of the lower of repair costs or actual cash value.

The Cities of Mount Vernon and Lisbon are each responsible to pay one-half (1/2) of the rent, utilities and routine equipment maintenance.

The _____ [28E] has the option to purchase the leased premises. Notice that the _____ [28E] is exercising its option shall be made by at least thirty (30) days before the expiration of this lease. In the event _____ [28E] does not purchase the premises, either the City of Mount Vernon, Iowa, or the City of Lisbon, Iowa, will have the option to purchase the leases premises. If the [28E] does not exercise the option and both Cities desire to exercise the option, the City first serving written notice (after the time for _____ [28E] to give notice has expired) to the Landlord by certified mail restricted delivery shall be determined to have exercised the option. In the event that the option is exercised, the purchase price will be $85,000 plus the amount of property taxes accrued and paid from the date the [28E] takes possession to the date of transfer minus the rent paid during that same period.

_____
DEAN C. TRAVER, Landlord

_____
PATRICIA TRAVER, Landlord

[28E]

By _____
_____

By _____
_____

LEASE - BUSINESS PROPERTY - SHORT FORM

THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Robert S. Hatala , 115 3rd St. SE, Ste. 1200 , Cedar Rapids , IA 52401, Phone: (319) 366-7641

Taxpayer Information: (name and complete address)
Dean Traver and Patricia Traver, 1662 Yeisley Road, Mt. Vernon, IA 52314

Return Document To: (name and complete address)
Robert S. Hatala, Simmons Perrine Moyer Bergman PLC, 115 Third St. SE, Ste. 1200, Cedar Rapids, IA 52401-1266

Grantors:
DEAN C. TRAVER AND PATRICIA TRAVER, husband and wife

Grantees:

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

EXHIBIT

A

KMVL TV EQUIP

03	1	HP 4770 Scanner	65.00
00	2	CN-00362 XLR F-F Turnaround	15.00
"	2	CN-00323 XLR M-M	15.00
"	2	RP101 25' XLRM-XLRF Cable	30.00
"	2	RP101 10' XLRM-XLRF Cable	20.00
"	1	Sonoma Card Reader (Old)	
"	1	Lindus Pcwmr Dwg Pc Card Reader (Old)	
01	1	Proco CPI Direct Box	20.00
"	1	~~Sampson [illegible]~~	~~385.00~~
"	1	SR Ram Expansion Hardware Computer	136.00
02	1	Sonus 7530 [illegible]	200.00
"	1	Asus [illegible] Computer/Canopus [illegible]	1032.00
03	1	[illegible]	132.00
"	1	Cyber Power [illegible]	279.00
"	2	Lipton [illegible] (300)	760.00
"	1	Varizoom Vavprofco [illegible]	445.00
"	1	[illegible] Printer	319.00
"	2	Alt [illegible] Microphone (Old)	45.00
"	1	~~[illegible]~~	~~[illegible]~~
"	1	Cyber Power UPS 1250 [illegible]	140.00
"	2	Net Cards	86.00
04	1	Premier PDR/Photo Shop Upgrade	654.00
"	1	Pioneer DVD A-07 DVD-R Drive	200.00
"	1	Sound Craft Sound [illegible]	285.00
"	1	Maxtor [illegible] Drive Card (Cable)	50.00
"	1	~~[illegible]~~	~~[illegible]~~
"	1	WD 200GB HD (Cable)	130.00
"	1	[illegible] PC800 [illegible] (Cable)	259.00
"	1	40096 Audition Software	299.00
"	2	BenQ FP731 LCD Monitor (290)	580.00
"	1	Sampson Cal Condenser [illegible]	168.00
			9327.00

(05)	1	AVON/TECHNA [illegible] MIC COMPUTER	65.00
"	1	NRG 97044 BATTERY BELT (499)	499.00
"	1	IBM NETVISTA COMPUTER	330.0
"	1	HP XW 4200 [illegible]	X
"		(2) [illegible]	
"		(2) [illegible]	
"		(2) [illegible] 250GB HD	
"		(1) [illegible]	
"		(1) [illegible]	
"		(1) [illegible]	1993.00
"		[illegible]	X
"		ADOBE PREMIER [illegible]	
"		ENCORE [illegible]	1090.00
"	2	[illegible]	30.
"	2	EARTEC [illegible]	150.0
"	1	TOSHIBA 27D [illegible]	292.0
"	1	[illegible] 27" [illegible]	4200
"	1	[illegible]	[illegible]
"	1	EARTEC 390 [illegible]	375.0
"	1	EPSON RX 500 PRINTER	90.0
"	1	LINKSYS [illegible]	80.0
"	1	JVC GYX 2 CAMERA (USED)	25.0
"	1	BOGEN 3066 TRIPOD (USED)	150.0
"	1	NETLINK [illegible]	30.0
"	1	US ROBOTICS [illegible]	433.0
"	4	300GB SATA HARD DRIVE (100)	400.0
"	1	AT 815D MICROPHONE	259.0
"	1	HP DX 2200 COMPUTER	500.0
"	1	ADOBE ENCORE 2.0 UPGRADE	149.00
"	1	1GB DDR2 RAM EXPANSION (DELL 1100)	200.0
		7382	~~6036.00~~

89		2- Atlas folding mic stands	(30)	60.00
"		4 " MS12 mic stand	(27)	27.00
"		3 " MS12 mic stand w Boom.	(58)	175.00
"		2- Cable Reels w 150' cables	(00)	200.00
				(2)
86	1	Shure SM58 mic	(40)	
88	1	Custom Camera Stand		580.00
88	1	" " " LISCO		185.00
89		~~[illegible]~~		
"	1	~~[illegible]~~		
"	1	~~[illegible]~~		
"	1	~~[illegible]~~		
91	1	Peavey Pro R [illegible]		320.00
	2	Bogen 3051/3066 Tripod	(520)	1120.00
	2	Proco MS2 mic splitter	(86)	172.00
93		~~[illegible]~~		~~[illegible]~~
"	1	JVC VHS-SE edit camcorder Pro-30		5662.00
	2	JVC AA P200 Pro-Series video/audio	(299)	598.00
	1	Panasonic WJMX50 A/V mixer	(Non-Sale)	3068.00
"	2	JVC GY-1200 /S12 camera lens	(1160)	14320.00
"	2	JVC [illegible] camera cases	(332)	664.00
	2	Cart & edit table	(400)	800.00
	1	Custom main-edit desk		600.00
94	1	~~[illegible]~~		~~[illegible]~~
"	1	~~[illegible]~~		~~[illegible]~~
	1	Computer desk (office [illegible])		345.00
97	1	Belo BNC-RCA 10' cable	(9.60)	19.20
"	2	SC10X8Z cable XLR-M-Trs phone 10'	(19.00)	38.00
"	2	SC10X5 cable XLR-M-Phone mic 10'	(17.95)	35.90
"	2	SC10X5T cable XLR-M-Phone 1/4 10'	(17.95)	35.90
"	1	CN00300 25ft PAT XLR		13.60
"	1	CN00319 10ft XLR		13.60
"	1	CN00361 25ft XLR		13.60
"	1	Bogen 3061 Tripod dolly		280.00
"	2	NADY HT200 w/c mic cases	(320)	640.00
"	1	NADY VR151 w/c mic cases	(30.056)	170.00

	1	~~RCA 15" MONITOR~~	~~[illegible]~~
98	6	QUARTZ FLOOD LIGHTS W/ SHUTTERS & CLAMPS @ (40)	240.00
98	1	JVC BRS800 VIDEO RECORDER	2580.00
"	1	ELK SSH-3 RACK SHELF	32.00
"	1	OFFICE CHAIR	226.00
"	1	~~[illegible]~~	
"	1	ADVANCED [illegible]	3600.00
"		~~[illegible]~~	~~[illegible]~~
"	1	CV12[illegible] [illegible]	268.0
"	10	PANASONIC AG-1330 VCR	2250.0
"	1	KRAMER VM-GS 1X2 AV DISTRIBUTOR	310.5
"	1	KRAMER BCC-1210 [illegible]	540.0
"	1	KRAMER VIS-5X4 [illegible]	441.0
"	2	[illegible] (59)	118.0
"	12	BP3 [illegible]	76.68
"	10	[illegible]	79.90
"	1	~~IBM [illegible]~~	
99	1	ATLANTIC 6' RACK CABINET [illegible]	689.0
99	1	ADTEC [illegible], VCR CONTROLLER A/V SWITCH	2620.0
"	1	NADY HT3 HANDHELD W/ MIC (21570)	119.9
"	1	KRAMER VM-81AV [illegible]	198.0
"	1	CVB/VDA CLAMPING VIDEO DA	188.
"	1	LTVB/VDA COMPOSIT VIDEO DRIVER	149.
"	2	~~[illegible]~~	~~1050~~
"	1	~~[illegible]~~	
"	1	PANASONIC WE-1501 VIDEO COPY CAMERA	600.0
"	3	SHURE MX893/0 BOUNDARY MIC (220)	660.0
00 (NEEDS SERVICE)	1	SPIRIT, FOLNTP, FOLIO NOTE PAD 8X2 MIXER AUDIO	247.0
00	1	~~CANON [illegible]~~	
00	1	NRG 00680 BATTERY CHARGER	280.00
00	1	~~SONY EVS-3000 [illegible]~~	~~500.00~~
00	1	NRG 97044 BATTERY BELT	499.0
00	1	~~[illegible]~~	~~[illegible]~~
			16,932.

07	1	WD, 160 GB SATA HARD DRIVE	89.0
"	1	NRG 21314 BATTERY BELT PAC	320.0
08	~~1~~	~~[illegible]~~	~~[illegible]~~
"	1	WD 500 GB SATA HD (XW4200)	118.0
09	1	TEMBA T488 TRIPOD BAG	61.95
	1	TRIPLITE PRO 1500VA UPS	299.99
			889.02
			1340.94
			~~[illegible]~~
			~~[illegible]~~
			64,586.0

MOUNT VERNON/LISBON RECORDING AND
BROADCASTING 28E AGREEMENT

THIS AGREEMENT is made and entered into by and between the incorporated City of Mount Vernon, Iowa, hereinafter "Mount Vernon", and the incorporated City of Lisbon, Iowa, hereinafter "Lisbon".

WHEREAS, it is the desire of the Cities of Mount Vernon and Lisbon to record, edit and publish Council meetings, other official municipal meetings and certain community events, and

WHEREAS, the Cities of Mount Vernon and Lisbon find that both communities can be better served in this endeavor by acting together to provide for recording, editing and transmission of municipal and community events for the Cities of Mount Vernon and Lisbon, and

WHEREAS, Iowa Code Chapter 28E allows political subdivisions to provide these services through a joint agreement.

NOW, THEREFORE, it is agreed:

1. Duration. This Agreement shall run until June 30, 2015. This Agreement may be terminated by either party with thirty (30) days written notice to the other party. The withdrawing party shall be responsible for its share of rents and expenses through the end of the term of any lease for real estate or equipment.

2. Purpose. Pursuant to Chapter 28E of the Code of Iowa, the parties hereby agree that the purpose of this Agreement is to jointly exercise their respective powers to provide for recording, editing and transmission of municipal and community events for the Cities of Mount Vernon and Lisbon.

3. Administration. No separate legal entity or administrative entity shall be created. This Agreement will be administered by the Administrators of each City. The City must act jointly.

4. Financing. The City of Mount Vernon and the City of Lisbon shall each be responsible for one-half (1/2) of all the costs associated with the rental and costs of any real estate, utilities and leased equipment shared equally. Each City will be responsible for the costs associated with the programming for their respective city.

5. Recording and Broadcasting Equipment. The Mount Vernon/Lisbon Broadcasting 28E is authorized to enter into the attached Agreement for the rental of recording and broadcasting equipment. This Agreement may be modified pursuant to the authority in paragraph 7.

6. Additional Authority. The Co-Administrators acting jointly, may enter into such other agreements and exercise such other authority as is necessary to carry out the purpose of this Agreement.

7. Personal Property Upon Termination. Upon termination of this Agreement, all personal property acquired by the Mount Vernon/Lisbon Broadcasting 28E shall be divided equally between the Cities of Mount Vernon and Lisbon, except for personal property owned individually by either party which shall remain the property of the originally acquiring City. At the

discretion of the Administrators, the jointly owned property may be sold with the proceeds distributed equally.

8. Acquisition, Holding and Disposal of Real Property. The Mount Vernon/Lisbon Broadcasting 28E is authorized to enter into an agreement between Dean Traver and Patricia Traver for the purpose of renting real estate facilities. Rental payments for the real estate and utilities shall be paid one-half (1/2) by each of the two Cities who are parties to this Agreement.

In the event that the Mount Vernon/Lisbon Recording and Broadcasting 28E wishes to purchase the property pursuant to the option contained in the Lease-Business Property agreement, the Mount Vernon/Lisbon Broadcasting 28E has the authority to acquire the real estate pursuant to the terms of the option contained in the Lease Agreement.

In the event that the property is acquired, the Mount Vernon/Lisbon Broadcasting 28E can continue ownership of the property. Upon termination of this Agreement, the property will be offered for sale with the proceeds evenly divided between the two Cities. Nothing in this Agreement will restrict either of the Cities from making an offer on the property and acquiring it individually upon termination of its ownership and this Agreement with the acquiring City paying the non-acquiring City one-half (1/2) of the sale proceeds.

9. Default. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not, in the opinion of the aggrieved party, been corrected, that party may at its option seek specific performance of the provisions of this Agreement.

10. Severability. Any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

11. Approval of Agreement. Each City shall by appropriate resolution approve the execution of this joint Agreement before the Agreement shall be enforced. Upon approval by both parties, this Agreement supersedes any prior agreements of the parties.

12. Filing. Before the entry to enforce, this Agreement shall be filed with the Secretary of State.

13. Continuation. In the event that the City Councils of both parties agree, this Agreement can be extended for the purpose of continuing the recording and broadcasting of Council meetings, other official municipal meetings and certain community events. Continuation will be by resolution of both the participating Cities.

DATED this _____ day of May, 2013.

CITY OF MOUNT VERNON, IOWA

By _____
James L. Moore

Attest: _____
Michael R. Beimer, City Administrator

CITY OF LISBON, IOWA

By _____

AGREEMENT

This Agreement is made and entered on this _____ day of May, 2014, by and between WEST BRANCH COMMUNICATIONS CORP. D/B/A MT. VERNON-LISBON SUN (West Branch/Sun) and the CITIES OF MOUNT VERNON, IOWA AND LISBON, IOWA (collectively the "Cities").

WHEREAS, it is the desire of the Cities of Mount Vernon and Lisbon to record, edit and broadcast council meetings, other official municipal meetings, and certain community events, and

WHEREAS, West Branch Communications Corp. d/b/a Mt. Vernon-Lisbon Sun desires to provide for recording, editing and transmission of municipal and community events for the Cities of Mount Vernon and Lisbon, the parties agree as follows:

1. The Sun agrees to record every regular City Council meeting for both the Cities of Mount Vernon and Lisbon for $85.00 per meeting. Each City will be responsible for paying for the recordings of its meetings. Each Council meeting will be transmitted via Channel 18, a minimum of five (5) times within two weeks of the date of the council meeting.

2. Within forty-eight (48) hours after the conclusion of any recorded Council meeting, The Sun will make the meetings available via the internet through a link from the City website for $45.00 per meeting. The Sun will purchase any equipment necessary to enable the recording to be viewable on the internet.

3. The Sun will record other municipal meetings and community events at the rate of $40 per hour at the request of either Lisbon or Mount Vernon. Editing will be at the same hourly rate. The City requesting the recording will be responsible to pay for all costs. All such recorded events shall be broadcast on Channel 18 within seventy-two (72) hours after the end of the event. Any meeting or event recorded under this section will be transmitted via Channel 18 a minimum of five (5) times.

4. The Sun will provide staff necessary to provide the services called for under this Agreement.

5. This Agreement terminates at midnight on June 30, 2015, and will automatically renew for a period of one year unless terminated by a party as provided in this Agreement. Any party may terminate this Agreement at any time upon thirty (30) days written notice to all other parties. Should either Lisbon or Mount Vernon terminate this Agreement, the non-terminating City and The Sun may continue to perform under the terms of this Agreement until its expiration.

6. The Sun will have complete access to leased premises at 920 1st Avenue NE, Mount Vernon, Iowa. The Sun may use the equipment leased from Dean Traver. The Sun will provide any additional equipment needed.

7. This Agreement, and all disputes arising there under, shall be governed by the laws of the State of Iowa. If for any reason any term or provision of this Agreement is held to be invalid or unenforceable, all other valid terms and provisions hereof shall remain in full force and

effect, and all of the terms and provisions of this Agreement shall be deemed to be severable in nature.

8. The parties shall not assign or transfer this Agreement in whole or in part without prior written consent of the other parties. Consent shall not be unreasonably withheld.

WEST BRANCH COMMUNICATIONS CORP.
D/B/A MT. VERNON-LISBON SUN

By _____

By _____

CITY OF MOUNT VERNON, IOWA

By _____
James L. Moore, Mayor

Attest: _____
Michael R. Beimer, City Administrator

CITY OF LISBON, IOWA

By _____