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11-27-07

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Prepared by: Susan Dulek, Ass't. City Atty., 410 E. Washington St., Iowa City, IA 319-356-5030

RESOLUTION NO. 07-335

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST A CHAPTER 28E AGREEMENT AMONG THE CITY OF IOWA CITY, JOHNSON COUNTY, THE CITY OF CORALVILLE, JOHNSON COUNTY EMERGENCY MANAGEMENT COMMISSION, AND THE CITY OF NORTH LIBERTY FOR JOINT EMERGENCY COMMUNICATIONS SERVICES FOR JOHNSON COUNTY.**

WHEREAS, currently there are two primary systems for emergency communications in Johnson County, one run by the City of Iowa City and one run by the Johnson County Sheriff; and

WHEREAS, the City of Iowa City, along with other governmental bodies, has determined it would be more efficient and better for the health, safety and welfare of all residents to create a joint emergency response communications center; and

WHEREAS, Iowa Code Chapter 28E (2007) allows state and local governments to make efficient use of their resources and powers in order to provide joint services;

WHEREAS, Iowa law further allows the creation of a separate legal entity for the purposes of providing joint emergency response communications services;

WHEREAS, the City of Iowa City, Johnson County, the City of Coralville, the City of North Liberty, and the Johnson County Emergency Management Commission have negotiated the terms of a Joint Emergency Communications Services 28E Agreement, a copy of which is attached, for the purpose of creating a separate legal entity to conduct and manage all facets of joint emergency response; and

WHEREAS, it is in the interest of the City of Iowa City to have a comprehensive and efficient emergency response communications services and to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA, THAT:

1. The Mayor is hereby authorized to sign and the City Clerk to attest one (1) original of the for Joint Emergency Communications Services 28E Agreement, a copy of which is attached.
2. The City Clerk is directed to record said Agreement in the Johnson County Recorder's Office and file it in the office of the Secretary of State as provided in Iowa Code section 28E.8 (2007).

Passed and approved this 27th day of November, 2007.



MAYOR

ATTEST: Marian H. Kan  
CITY CLERK

Approved by

Steve Doe 11-15-07

City Attorney's Office

It was moved by Bailey and seconded by Correia the Resolution be adopted, and upon roll call there were:

AYES:

X  
X  
X  
    
X  
X  
X

NAYS:

ABSENT:

   Bailey  
   Champion  
   Correia  
X Elliott  
   O'Donnell  
   Vanderhoef  
   Wilburn



## **JOINT EMERGENCY COMMUNICATIONS SERVICES FOR JOHNSON COUNTY 28E AGREEMENT**

This Agreement is entered into by and among the City of Iowa City, Iowa; the City of Coralville, Iowa; the City of North Liberty, Iowa; Johnson County, Iowa; and the Johnson County Emergency Management Commission in Iowa City, Iowa (collectively, the "parties").

1. **PURPOSE AND SCOPE:** The purpose of this agreement is to establish and govern the operation of joint emergency response communications services and facilities for law enforcement, fire, rescue, and emergency medical services in Johnson County, Iowa pursuant to Chapter 28E of the Iowa Code (2007), as amended.
  2. **DURATION:** The duration of this Agreement shall be perpetual, unless terminated in the manner provided below.
  3. **ENTITY CREATED:** There is hereby created a separate legal entity to be known as the "Joint Emergency Communications Services Association of Johnson County." The Association is composed of the parties to this Agreement.
  4. **GOVERNANCE:** The Association shall be governed by a Policy Board.
  5. **POLICY BOARD OF DIRECTORS:** The Policy Board of Directors shall have seven directors. Iowa City shall have two directors, Johnson County shall have two directors, Coralville shall have one director, North Liberty shall have one director, and Johnson County Emergency Management Commission shall have one director. Each director shall be either an elected official or an executive level employee and shall not be a member of the User Advisory Committee. The Emergency Management Coordinator shall be the director representing the Emergency Management Commission. Each director shall have one vote. Unless otherwise provided herein, passage of any measure requires a majority vote of the directors. Each director shall serve a two-year term, with one director from Iowa City, one director from Johnson County, and the director from North Liberty initially serving only a one-year term. There shall be no term limits. The directors shall not be individually liable for the debts of the Association. The Association shall defend the directors and shall save harmless and indemnify the directors against any claim arising out of an alleged act or omission occurring within the scope of their duties. The Chairperson shall rotate annually among the five parties. A director may appoint a proxy to represent the director at a Policy Board meeting, who shall have the same authority as the Policy Board director. The proxy may not be a member of the User Advisory Committee.
  6. **USER ADVISORY COMMITTEE:** The User Advisory Committee shall advise the Executive Director and the Policy Board on operating procedures. The User Advisory
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Committee shall consist of one representative of each of the following: Johnson County Sheriff's Office, Iowa City Police Department, Coralville Police Department, North Liberty Police Department, University Heights Police Department, Iowa City Fire Department, Coralville Fire Department, Johnson County Ambulance Service, and Johnson County Fire Department Mutual Aid Association. Upon approval by the Policy Board, the User Advisory Committee may be increased to include non-voting members.

7. **BYLAWS:** The Association shall adopt bylaws to specify, at a minimum, the following information:

- a. The list of parties to this Agreement and the Policy Board of Directors of the Association.
- b. The date for the commencement of operations.
- c. The Association's mission.
- d. The Association's powers and duties.
- e. The manner for financing the Association and its activities and maintaining a budget therefore.
- f. The manner for acquiring, holding and disposing of property.
- g. The manner for electing or appointing officers and the terms of office of the Policy Board.
- h. The manner by which Policy Board director may vote.
- i. The manner for appointing, hiring, disciplining and terminating employees.
- j. The rules for conducting meetings of the Policy Board.
- k. Any other necessary and proper rules or procedures.

The bylaws, as adopted, shall be signed by each director of the Policy Board.

8. **EXECUTIVE DIRECTOR:** The Policy Board shall hire an Executive Director, who shall manage the staff of the Association and shall have authority on all personnel matters. The appeal of any disciplinary action taken by the Executive Director shall be to the Policy Board, and the Policy Board may overrule the Executive Director upon a vote of five directors. The Executive Director shall develop standard operating procedures for the proposed joint emergency communications center, and although accreditation is not required, recognized accreditation standards for law enforcement and emergency services should be used as guides in developing the standard operating procedures.

9. **STAFF:** In addition to the Executive Director, the Association may employ such employees as it deems necessary to carry out the purpose of this Agreement and for which it has funding. The Executive Director and all Association employees shall comply with the political activity prohibitions set forth in Section 29C.16 of the Iowa Code (2007). The Executive Director and Association employees shall be considered employees of the Association, and not of any party to this Agreement. The Policy Board shall determine the personnel policies of the Association to include holidays, travel and transportation costs, rate of pay, sick leave, vacation, and health benefits. The Association may adopt existing personnel policies of any party to this Agreement in lieu of writing its own policies.



10. **FINANCING:** The Association shall be financed through a county-wide supplemental levy (hereinafter "the emergency management levy") as authorized by sections 29C.9(6) and 331.424(1)(j) of the Iowa Code (2007), as amended. If the General Assembly amends the Iowa Code such that the Association cannot be financed, in whole or in part, by the supplemental levy, the parties shall examine alternative financing options and amend this Agreement to provide for a new manner of financing the Association.

11. **BUDGET:** The Association shall develop and adopt a proposed budget of all expenses for its ensuing fiscal year (July 1 through June 30) in accordance with the provisions of Chapter 24 and section 29C.17 of the Iowa Code (2007). The Association shall submit the proposed budget to the Johnson County Emergency Management Commission no later than January 31 of each calendar year. The budgeted funds shall be transferred from the Johnson County Emergency Management Commission to the Association at least quarterly. The Association shall be the fiscal authority, and the chairperson or vice chairperson shall be the certifying official.

12. **INVESTMENT OF FUNDS:** The Association shall, when investing funds, comply with the provisions of sections 12B.10 through 12B.10C of the Iowa Code (2007) and other applicable law.

13. **EMERGENCY MANAGEMENT LEVY:** The Johnson County Emergency Management Commission hereby delegates all its powers to the Association with respect to the provision of joint emergency response communications services and that portion of the emergency management levy budgeted for emergency communications services and will amend its bylaws accordingly. The Johnson County Emergency Management Commission shall submit to the Johnson County Board of Supervisors a budget that includes the budget adopted by the Association. Johnson County agrees to certify the emergency management levy necessary to fund the operations of the Association as determined by the budget adopted by the Association. The Johnson County Emergency Management Commission shall transfer to the Association that portion of the emergency management levy budgeted for emergency communications services. The Johnson County Emergency Management Commission acknowledges that it retains no independent authority over the emergency management levy funds delegated herein.

14. **POWERS:** The Association shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following specific powers, including but not limited to:

- a. To sue and be sued.
- b. To acquire, hold, use and dispose of personal property for the purposes of the Association.
- c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Association, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Association.
- d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.



- e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code (2007), as amended, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Association.
- j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of the Association.
- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code (2007), as amended, for a system of budgeting, accounting, auditing and reporting of all Association funds and transactions.
- l. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Association.

15. **FACILITY:** The City of Iowa City agrees to lease land at the Iowa City Water Treatment site to the Association at no cost for the construction and operation of a joint emergency communications center.

16. **MEETINGS/RECORDS:** Association business shall be conducted in compliance with Chapters 21, 22, and 28E of the Iowa Code (2007), as amended.

17. **ANNUAL REPORT:** The Association shall complete an annual report by March 31 beginning in 2009 for the preceding calendar year and shall distribute it to the Iowa City City Council, Coralville City Council, North Liberty City Council, Johnson County Board of Supervisors, and the Johnson County Emergency Management Commission.

18. **AMENDMENT:** Terms of this Agreement may be amended only by a written agreement executed by four of the five parties.

19. **ADDITION OF PARTIES:** A party may join the Association upon the vote of four of the five parties, and this Agreement shall be amended accordingly.

20. **WITHDRAWAL OF PARTIES:** Withdrawal of a party shall terminate this Agreement. A party may withdraw after four of the five parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the Iowa Code (2007) and vote to approve the withdrawal at two meetings held at least thirty days apart.



21. **TERMINATION/DISSOLUTION:** This Agreement shall be terminated, and the Association dissolved, after four parties of the five parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the Iowa Code (2007), and vote to terminate at two meetings held at least thirty days apart. The effective date of the termination shall be 180 days following the second vote of the fourth party to approve termination. Termination shall not relieve parties of any financial obligation incurred before the effective termination date under the terms of this Agreement. The Association shall not be dissolved when there remains any indebtedness incurred by the Association.

22. **DISTRIBUTION OF PROPERTY:** Upon termination of this Agreement and dissolution of the Association, the parties agree to negotiate in good faith how the assets of the Association shall be distributed.

23. **NOTICES:** Notice by any party on another party is effective by ordinary mail addressed to:

City Clerk, City of Iowa City, 410 East Washington Street, Iowa City, IA 52240.

Executive Assistant, Johnson County Board of Supervisors, 913 S. Dubuque St., Iowa City, IA 52240.

City Clerk, City of Coralville, 1505 - 5<sup>th</sup> Street, Coralville, IA 52241.

City Clerk, City of North Liberty, 5 E. Cherry Street, North Liberty, IA 52317.

Emergency Management Coordinator, Johnson County Emergency Management Commission, P.O. Box 2540, Iowa City, IA 52244.

24. **EXISTING FACILITIES:** The parties agree that there are no suitable facilities available for rent or sharing for the construction or purchase of a joint communications center within the same general geographic area. In carrying out the provisions of this Agreement and Chapter 29C of the Iowa Code (2007), as amended, the parties further 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 subdivision at the respective levels of responsibility.

25. **EFFECTIVE DATE:** This Agreement shall be effective when approved and signed by the Johnson County Board of Supervisors, the City Councils of Iowa City, Coralville, and North Liberty, and the Johnson County Emergency Management Commission, and filed with the Iowa Secretary of State and the Johnson County Recorder as provided in Section 28E.8 of the Iowa Code (2007), as amended.

26. **INTERPRETATION AND ENFORCEMENT:** Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (2007), as amended, and statutes respecting the rights and responsibilities of political subdivisions.

27. REPORTS TO SECRETARY OF STATE: The Association shall submit the initial report and biennial reports to the Secretary of State in accordance with section 28E.8 of the Iowa Code (2007), as amended.

28. SEVERABILITY: If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to 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.

29. 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.

#### CITY OF IOWA CITY

Dated this 27th day of November, 2007.

By: Ross Wilburn  
Mayor

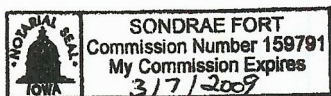
Attest: Marian K. Karr  
City Clerk

Approved: Sandra Fort 11-15-07  
City Attorney's Office

#### CITY OF IOWA CITY ACKNOWLEDGMENT

STATE OF IOWA     )  
                              ) ss:  
JOHNSON COUNTY    )

On this 27<sup>th</sup> day of NOVEMBER, 2007, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Ross Wilburn and Marian K. Karr, 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 and foregoing instrument; that 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 the said Mayor and City Clerk as such officers acknowledged that the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Sondrae Fort  
Notary Public in and for the State of Iowa



CITY OF CORALVILLE

Dated this 20<sup>th</sup> day of November, 2007.

By: Jim L. Fausett  
Mayor

Attest: [Signature]  
City Clerk

CITY OF CORALVILLE ACKNOWLEDGMENT

STATE OF IOWA     )  
                                  ) ss:  
JOHNSON COUNTY    )

On this 20<sup>th</sup> day of November, 2007, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Jim L. Fausett and ~~Nancy J. Deuter~~ Thorsten J. Johnson, 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 and foregoing instrument; that 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 the said Mayor and City Clerk as such officers acknowledged that the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Carla M. Friis  
Notary Public in and for the State of Iowa

03-16-09



JOHNSON COUNTY

Dated this 27<sup>th</sup> day of November, 2007.

By: Pat Harney  
Pat Harney, Chairperson  
Johnson County Board of Supervisors

Attest: Tom Sloukett by  
Casie Kadlec Deputy  
County Auditor/Designee

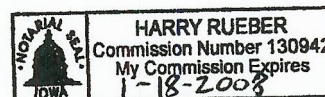
Approved: Janet M. Lyness  
Johnson County Attorney

JOHNSON COUNTY ACKNOWLEDGEMENT

STATE OF IOWA     )  
                              ) ss:  
JOHNSON COUNTY)

On this 27<sup>th</sup> day of NOVEMBER, 2007, before me, HARRY RUEBER, a Notary Public in and for the State of Iowa, personally appeared Pat Harney, Board Chairperson and CASIE KADLEC, Auditor/Designee, to me personally known, and, who, being by me duly sworn, did say that they are the Board Chairperson and Auditor/Designee, respectively, of Johnson County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Johnson County, and that the instrument was signed and sealed on behalf of Johnson County, by authority of its Board of Supervisors, and that Harney and KADLEC acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Johnson County, by it voluntarily executed.

Harry Rueber  
Notary Public in and for the State of Iowa  
My commission expires: 1-18-2008



CITY OF NORTH LIBERTY

Dated this 27th day of November, 2007.

By: Thomas A Salm  
Mayor

Attest: Tracey Mulcahey  
City Clerk

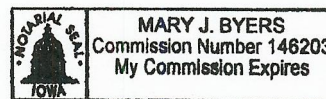
Approved: [Signature]  
City Attorney

CITY OF NORTH LIBERTY ACKNOWLEDGEMENT

STATE OF IOWA     )  
                              ) ss:  
JOHNSON COUNTY)

On this 27th day of November, 2007, before me, \_\_\_\_\_, a Notary Public in and for the State of Iowa, personally appeared Tom Salm, and Tracey Mulcahey to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 07-24 passed by the City Council on the 27th day of November, 2007, and that Tom Salm, and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Mary J. Byers  
Notary Public in and for the State of Iowa  
My commission expires: 2-11-09



JOHNSON COUNTY EMERGENCY MANAGEMENT COMMISSION

Dated this 19 day of November, 2007.

By: Donald H. Saxton  
Chairperson

JOHNSON COUNTY EMERGENCY MANAGEMENT COMMISSION  
ACKNOWLEDGEMENT

STATE OF IOWA           )  
                                  ) ss:  
JOHNSON COUNTY        )

This instrument was acknowledged before me on November 19, 2007  
by Donald Saxton as Chairperson of the  
Johnson County Emergency Management Commission.

Becky Bream  
Notary Public in and for the State of Iowa

My Commission expires: 5-18-2010

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