

**Joint Emergency Communications Services Association Policy Board**  
**Friday, April 22, 2011 – 8:00 a.m.**  
**Joint Emergency Communications Center**  
**4529 Melrose Avenue**  
**Iowa City, Iowa**

**AGENDA**

1. Call to order; recognize alternates.
2. Action to approve minutes of March 25, 2011 Policy Board meeting.
3. Comments from public.
4. Update from User Advisory Committee Meeting.
5. Executive Director's Report/Update.
6. Update on UIHC Radios.
7. Action to approve Resolution 2011-10 to consent to assignment of Smart Public Safety Software, Inc. to TAC-10, Inc.
8. Discussion of future equipment purchases for member agencies.
9. Discussion of letter from Board of Supervisors.
10. Discussion about Non-Member Public Safety Agency fee structure.
11. Other business.
12. Consider a Motion to Adjourn to Executive Session to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session pursuant to Iowa Code section 21.5(1)(i).
13. Consider a Motion to adjourn the meeting.

Joint Emergency Communications Services  
Association of Johnson County  
4529 Melrose Avenue  
Iowa City, Iowa 52246

Compiled Financial Statements

One Month and Nine Months Ended March 31, 2011

Prepared by:

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## ACCOUNTANT'S COMPILATION REPORT

To the Policy Board  
Joint Emergency Communications Services Association of Johnson County

We have compiled the accompanying statement of net assets and the statements of activities of Joint Emergency Communications Services Association of Johnson County, as of and for the one and nine months ended March 31, 2011, which collectively comprise the Association's basic financial statements as listed in the table of contents, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Association's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The budgetary comparison information, on page 4, is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have compiled the supplementary information from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information. Management has not presented the management's discussion and analysis information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

We are not independent with respect to Joint Emergency Communications Services Association of Johnson County.

*Latta, Harris, Hanon & Penningroth, L.L.P.*

LATTA, HARRIS, HANON & PENNINGROTH, L.L.P.

April 11, 2011

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**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY  
STATEMENT OF NET ASSETS**

As of March 31, 2011

ASSETS

Current Assets:	
Checking	\$ 2,250,007.95
Total Current Assets	2,250,007.95
Property, Plant and Equipment	
Land	50,125.00
Building	5,296,989.09
Equipment	15,404,692.03
Total Property, Plant and Equipment Cost	20,751,806.12
Less: Accumulated Depreciation	(1,614,885.25)
Net Property Plant and Equipment	19,136,920.87
Other Assets	
Equipment Levy Proceeds Held by Johnson County	493,493.76
Total Assets	\$ 21,880,422.58

LIABILITIES

Current Liabilities:	
Accounts Payable	\$ 1,712,048.92
Credit Card Payable	536.44
Payroll Taxes Payable	24,129.39
IPERS Payable	13,776.76
Deferred Compensation Plan Payable	780.00
Paid Time Off Accrued	312,327.77
Total Current Liabilities	2,063,599.28
Total Liabilities	2,063,599.28

NET ASSETS

Net Assets	19,816,823.30
Total Net Assets and Liabilities	\$ 21,880,422.58

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY  
STATEMENTS OF ACTIVITIES  
One Month and Nine Months Ended March 31, 2011**

	<u>March</u>	<u>July '10 - March '11</u>
Operations Budget Levy Proceeds	\$ -	\$ 1,164,973.00
Operating Expenses:		
Salaries and Wages	118,195.56	1,165,831.31
Benefits	61,896.16	554,014.21
Maintenance and Repair Services	3,275.46	56,841.89
Miscellaneous Contractual Services	12,373.50	92,119.11
Commodities-Supplies/Materials	1,374.71	26,138.44
Utilities	3,994.11	36,514.87
Travel and Training	177.50	10,517.41
Telecommunications	1,273.22	63,347.48
Postage & Mailing Services	29.79	209.81
Dues and Memberships	-	200.00
Annual Maintenance	-	97,560.92
Rental and Leases	469.71	21,836.56
Capital Outlay	281.20	288,301.60
Total Operating Expenses	<u>203,340.92</u>	<u>2,413,433.61</u>
Net Operating Income	(203,340.92)	(1,248,460.61)
Non-Operating Revenue		
COPS Technology Grant Received	50,000.00	50,000.00
COPS Technology Grant Expenses	<u>(7,000.00)</u>	<u>(13,491.26)</u>
Net COPS Technology Grant	43,000.00	36,508.74
Interest Income	1,019.59	11,142.61
Pop Fund Revenue	113.78	402.49
Equipment Sale Proceeds	525.00	525.00
Depreciation Expense	<u>(179,693.64)</u>	<u>(1,614,885.25)</u>
Total Non-Operating Revenue	<u>(135,035.27)</u>	<u>(1,566,306.41)</u>
Change in Net Assets	<u>\$ (338,376.19)</u>	<u>\$ (2,814,767.02)</u>

See accountant's compilation report.

## **SUPPLEMENTARY INFORMATION**

**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY**

**Schedule I - Budgetary Comparison  
Nine Months Ended March 31, 2011**

	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Revenues:				
Operations Levy Proceeds	\$ 1,164,973.00	\$ 2,283,364.00	(1,118,391.00)	51.0%
Operating Expenses:				
Salaries and Wages	1,165,831.31	1,402,074.00	(236,242.69)	83.2%
Benefits	554,014.21	582,532.00	(28,517.79)	95.1%
Maintenance and Repair Services	56,841.89	32,800.00	24,041.89	173.3%
Miscellaneous Contractual Services	92,119.11	74,150.00	17,969.11	124.2%
Commodities-Supplies/Materials	26,138.44	41,874.00	(15,735.56)	62.4%
Utilities	36,514.87	25,900.00	10,614.87	141.0%
Travel and Training	10,517.41	13,000.00	(2,482.59)	80.9%
Telecommunications	63,347.48	92,321.00	(28,973.52)	68.6%
Postage & Mailing Services	209.81	2,150.00	(1,940.19)	9.8%
Dues and Memberships	200.00	3,050.00	(2,850.00)	6.6%
Annual Maintenance	97,560.92	28,794.00	68,766.92	338.8%
Rental and Leases	21,836.56	3,600.00	18,236.56	606.6%
Capital Outlay	288,301.60	25,000.00	263,301.60	1153.2%
Total Operating Expenses	<u>2,413,433.61</u>	<u>2,327,245.00</u>	<u>86,188.61</u>	<u>103.7%</u>
Net Operating Income	<u>(1,248,460.61)</u>	<u>(43,881.00)</u>	<u>(1,204,579.61)</u>	<u>2845.1%</u>
Non-Operating Revenue				
COPS Technology Grant Received	50,000.00	125,000.00	(75,000.00)	40.0%
COPS Technology Grant Expenses	<u>(13,491.26)</u>	<u>-</u>	<u>(13,491.26)</u>	
Net COPS Technology Grant	36,508.74	125,000.00	(88,491.26)	29.2%
Interest Income	11,142.61	-	11,142.61	
Pop Fund Revenue	402.49	-	402.49	
Equipment Sale Proceeds	525.00	-	525.00	
Depreciation Expense	<u>(1,614,885.25)</u>	<u>-</u>	<u>(1,614,885.25)</u>	
Change in Net Assets	<u>\$ (2,814,767.02)</u>	<u>\$ 81,119.00</u>	<u>(2,895,886.02)</u>	<u>-3469.9%</u>

See accountant's compilation report.



# MEETING MINUTES

Joint Emergency Communications Services Association of Johnson County  
Policy Board  
Friday, March 25, 2011, at 8:00 a.m.  
4529 Melrose Avenue, Iowa City, Iowa  
Policy Board Conference Room

DIRECTORS PRESENT:	Coralville:	John Lundell
	North Liberty:	Tom Salm
	Iowa City:	Mike Wright
	Johnson County:	Lonny Pulkrabek; Pat Harney
	Johnson County EMA:	David Wilson

## 1. Call to order; recognize alternates.

Harney called meeting to order. Tom Marcus, City of Iowa City, City Manager, was recognized as an alternate for Regenia Bailey.

## 2. Action to approve minutes of January 28, 2011, Policy Board meeting.

Motion to approve by Wilson; seconded by Lundell. Motion passed unanimously.

## 3. Comments from public.

Mike Hartley of UIHC asked to address the Policy Board concerning the placement of a JECOSA provided base station in the Hospital's Emergency Room and also wanted to know when Hospital Security Officers could get on the JECOSA radio system. Hartley said there were barriers in the user agreements between UIHC and JECOSA which were preventing the agreements from being signed. Wilson commented that an agreement was already in place for the Emergency Room radio and we already tried to install the radio once. Hartley commented that the attorneys were holding up the process. Wilson agreed with that statement. Wright stated he wanted more information before continuing the conversation. Harney agreed and asked if this possibly could be an agenda item for the April meeting.

## 4. Update from User Advisory Committee meeting.

UAC Chair, Barry Bedford commented on User Agreements with Public Safety entities not being signed and returned to JECOSA. UAC Vice-Chair Steve Spenler commented that departments were a bit hesitant to sign the agreements because of the insurance requirement. Bedford stated it was time to get everyone on board and move on.

Bedford next stated that Johnson County Ambulance Service still had a desire to obtain run times from CAD. Additionally he stated Coralville Fire still wanted work on fire station alerting completed. Bedford stated the work on these two projects was being delayed as CAD vendor TAC-10 stated it would do no additional work until they had a signed contract. Albrecht stated he spoke with TAC 10 earlier in the week and once they provided, which they claimed would be a more stable product, within two weeks that a contract would most likely be signed. Albrecht further stated the contract would likely be brought to the Policy Board for approval at the April meeting.

Bedford said the UAC approved adding the Iowa Fusion Center to our radio system for interoperability when they were in the area assisting local Police Agencies. Bedford said the UAC also recommended that JECSA purchase a \$350.00 radio head for Coralville Fire as it was missed in the original count. Bedford also said the UAC recommended the purchase of conversion kits for the Agencies with SWAT headsets. The purchase was an agenda item for Policy Board approval.

## **5. Executive Director's report.**

Albrecht provided an update on the move to the three Law Channels on March 1<sup>st</sup>. Harney said he has heard complaints, in particular with Law-1 and the channel being congested and possibly overloaded. Albrecht stated this was discussed at the UAC meeting and it was recommended that nothing change on the arrangement for the law channels for now. Harney asked if it was an issue moving agencies to Law-3 when Law-1 had an emergency situation. Albrecht stated it was not a problem. Wilson agreed. Pulkrabek stated he had no known issues with the new radios.

Albrecht provided an update on TAC 10. Albrecht talked about the problems with the software during the weekend of March 4<sup>th</sup>. Albrecht stated he discussed the issues with TAC 10 earlier in the week and it looked like a resolution was on the horizon. Pulkrabek stated it was time to get a signed contract with TAC 10 and move forward. Lundell agreed with that sentiment. Jones spoke to the fact that issues with TAC 10 were getting better and we were all working toward a resolution.

Albrecht provided an update on the new Fire Channels which were implemented on March 15<sup>th</sup>. Albrecht stated he attended the Mutual Aid meeting on the 15<sup>th</sup> and the Fire Departments appeared pleased with the new Fire protocols. Albrecht provided an update on the collective bargaining agreement with CWA which was also an action item on the agenda.

Albrecht informed the Board about a presentation given by Jones to The Pilot Club of Iowa City on the 10<sup>th</sup> of March. Albrecht also stated during the month of March he was able to complete his ICS and NIMS training, which is a requirement of EMA. Albrecht concluded his report by stating he would be attending the ISICSB meeting in Des Moines on the 29<sup>th</sup> of March.

## **6. Action to approve Resolution 2011-06, for reimbursement of up to \$7,350.00 for conversion of existing SWAT headsets to work with the new Harris radios.**

Bedford commented on the motion saying it was a tabled issue from the November 15, 2010 meeting. He stated the UAC was recommending Board approval.

Motion to approve Resolution 2011-06 by Wright; seconded by Lundell. Motion passed unanimously.

**7. Action to approve Resolution 2011-07, for approval of a policy concerning the future expenditures for accessories for JECSA provided Harris radios.**

Wilson stated it was never the intention of the Board to provide additional accessories after the initial purchase. Albrecht stated he believed the intent of the Board was to provide all agencies equal to what they had before the purchase of the new radios. Jones spoke to how agencies have been told any additional accessories are the responsibility of the agency. Bedford stated agencies could still approach the UAC for approval of accessory purchases and the UAC would either recommend approval of the purchase or deny the request.

Motion to table Resolution 2011-07 by Salm; seconded by Wilson. Motion to table passed unanimously.

**8. Action to approve Resolution 2011-08, approving the Collective Bargaining Agreement ratified by the Communications of America, Local 7101.**

Lundell stated he was pleased with the negotiations and the completed Collective Bargaining Agreement. He stated JECSA staff did a good job of negotiating.

Motion to approve Resolution 2011-08 by Lundell; seconded by Wright. Motion passed unanimously.

**9. Action to approve Resolution 2011-09, accepting Emergency Radio and Communication System and Radio Tower project and approve release of retainage.**

Several Directors inquired if all work was completed. Jones stated it was.

Motion to approve Resolution 2011-09 by Wilson; seconded by Salm. Motion passed unanimously.

**10. Other business.**

Lundell inquired who was responsible for writing resolutions. Albrecht stated he wrote the resolutions but had them reviewed by the Board's legal counsel. It was stated by several Directors that they felt legal counsel should be writing the resolutions. Marcus stated it was his experience that the Department Head write the resolutions as a cost saving factor. Lundell

agreed and it was then agreed Albrecht would continue to write the resolutions with review by legal counsel. Several Directors also stated they would like legal counsel at the Policy Board meetings to answer any legal questions that may arise.

**11. Consider a motion to adjourn the meeting.**

Motion to adjourn by Wilson; seconded by Lundell. Motion passed unanimously.

**JECC User Advisory Committee Meeting**  
**Tuesday, March 15, 2011**  
**Joint Emergency Communications Center**  
**4529 Melrose Avenue**

I. Call to order - Meeting called to order at 8:59 AM

A. Introductions of UAC members and Phil Fordice from the Fusion Center.

Attendees: UAC Members and Alternates

Barry Bedford and Shane Kron, Coralville Police Department; Charles Green and David Visin, University of Iowa DPS; Sam Hargadine, Rick Wyss and Jim Baker, Iowa City Police Department; Joe Lalla, Doug Ockenfels and Kevin Kinney, Johnson County Sheriff's Office; Jim Warkentin, North Liberty Police Department; Andy Rocca, Iowa City Fire Department; Dave Stannard, Coralville Fire Department; Dan Smith, Johnson County MAA; and Steve Spenler, JC Ambulance Service.

Staff and Guests

Gary Albrecht, , Tom Jones, Nick Trenary and Nancy Sereduck, JECC; Randy Johnson, RACOM; Mark DeGroot and Mark Wooderson, TAC10; David Schwindt, Iowa City Police Department; Phil Fordyce, LEIN Region 3 Fusion; and Karen Mutchler, Coralville Police Department.

II. Review minutes of the January 18, 2011 meeting (see attachment)

Correction to minutes: Page 2, V.D.P3 – MABUS is an acronym (should be all capitals). Motion made by Dave Stannard, Coralville Fire and seconded by Dan Smith, JCMMA and Sam Hargadine, Iowa City Police to approve minutes as corrected. Motion carried.

III. Changes/additions to the agenda

Additional under V.G.: requested by Dan Smith, JCMMA, reference who is responsible for additional speakers and microphones.

IV. Executive Director's Update – Albrecht

A. Update on Law Channels

Channels Law 1, Info, and 3 were up and running on March 1<sup>st</sup>. There were problems over the weekend; TAC10 did an update on Sunday. JECC moved Iowa City and UIDPS to Law 3 to free up Law 1 on Friday night only.

B. Dispatch protocol feedback since law cutover

Officers using Law-Info are having problems being answered. Law Info is being covered by Law 1. RACOM has reprogrammed some radios and this problem should be resolved. Dispatch should be discouraged from pushing dispatched calls to the Info channel. Rick Wyss asked if Law 1 was overloaded; Nancy Sereduck responded that it was not. Sam Hargadine requested this problem be discussed in the sub-committee meeting afterwards.

Tom Jones and Gary Albrecht figured out that the majority of the transmit problems were officers trying to talk when it was busy. You need to give the channel time to free itself Rick

Wyss wanted to know if it was possible to stay on the same event channel for 29's or inquiries instead of having to switch between event channel and Law -Info. Dispatch is expected to monitor and handle incidents on the event channel. Only in the event of a major incident would Fire/EMS be on one channel and police on another.

C. Update on Fire cutover

Fire cut-over was 7:00 AM on March 15<sup>th</sup>. No longer "VHF Fire", it is New Fire. Fire will respond enroute on New Fire then get an event channel. Everything will be switched over to Bank "A" in about a week and then re-programmed. RACOM will then update. Rural fire may have to have a reallocation of banks and then re-programmed (in about a week).

Dan Smith commented about dispatchers getting on paging channel to announce enroute and event channel. It was agreed that enroute announcement should be made on paging channel.

D. Dispatch not using full capability of AVL

Reasons for it not being utilized: GeoComm runs in the background. When pulled up it zooms in to the specific area and you have to zoom out to see the surrounding area. Tom Jones got prices for a monitor so there can be a dedicated monitor for AVL at each work station. Mark DeGroot advised there is a switch in CAD to control the applications from dispatch, which was included in the original purchase price. Tom Jones and Mark DeGroot will work on a solution.

E. Other

Andy Rocca advised there is a County Fire meeting that night; Gary Albrecht advised he would be attending.

Tiffin Fire had a meeting last week and wondered why deputies were calling them off on calls. Joe Lalla advised that the situation has been resolved for now.

V. Fire\EMS and Law

A. CAD/FSA/Firehouse interface status – Rocca / TAC10

Andy Rocca advised the interface with Firehouse continues to work well. Dispositions of calls are needed for times to come across; may just be an operational issue. Dispatchers need to use "complete" button.

B. Update on progress of the on-line access to get call information and times - Spenler

Mark DeGroot advised they can do it but they would like to get a contract signed before starting new work. Once the contract gets signed, the interface could be done the following month. Gary Albrecht did not know the status of the contract with JECISA and TAC10.

Jim Baker asked for an explanation of the CAD and central server failures a couple weeks ago. Mark DeGroot advised that a lot of the problem was due to stressing the system. There was CAD lock up, the central server was crashing and loss of memory. TAC10 did some improvements and the central server has been stable since last week. Some of the programs and new developments haven't gone through all the normal testing. The CAD update last week and yesterday fixed the memory issue and there have been no crashes. There were more than just performance issues fixed. The system should be able to handle the additional fire portables and Coralville's new MDC's. Tom Jones and Nick Trenary were very helpful on these issues and updates. Tom Jones didn't want to add additional programs because of the aforementioned issues (such as GeoComm AVL programs).

Dave Visin from UIDPS requested that departments get notified when updates are going to be done. Sometimes departments are having new problems that can be attributed to the new updates.

- C. Add Iowa Fusion Center to our system with use of law channels as determined by the Law Subcommittee. This would be on their radios. Fordyce

Phil Fordyce from LEIN Region 3 Fusion advised they have MACOM brand radios and if officers come in the area, they would be able to communicate. Barry Bedford recommended using a path of designated talk groups and Andy Rocca agreed. A motion was made by Andy Rocca and seconded by Rick Wyss that Fusion be allowed to join the system and that the Law Enforcement Subcommittee should make the determination of talk groups they can access. Once the talk groups have been determined, it would be presented to the Policy Board. Motion carried. The Subcommittee will meet with RACOM and Phil Fordyce to determine the talk paths.

Andy Rocca asked the status of the user agreements. Are they going to have to be signed? U of I won't sign with current language. The JECC will check into this to resolve the issue.

- D. Request for Coralville Fire to add one additional mobile radio head, due to an original miscount. Cost \$350.

Sam Hargadine made a motion to approve the request by Coralville Fire; seconded by Andy Rocca. Motion carried. Request will be presented to Policy Board.

- E. SWAT headset connectors update – Bedford

A recommendation to reconfigure headsets to Harris radios was made at the November Policy Board meeting. There was also discussion about replacing the headsets. The purchase of adapters at approximately \$150 each was tabled. Barry Bedford will ask the Policy Board for final approval of up to \$150 per headset conversion at the meeting next week.

There was a discussion on what JECC and individual departments are responsible for. Andy Rocca wondered what was on the original agreement. The radios are the property of JECC and the JECC is responsible for radio, batteries, initial accessories and normal wear and tear. Extra accessories and damage to equipment would be the responsibility of the department, which would be determined on a case-to-case basis. Rick Wyss commented about whether equipment/accessories not from Harris or RACOM would invalidate the maintenance agreement.

A motion was made by Steve Spenler, seconded by Dave Stannard, that radios, batteries, mic and holders are the responsibility of the JECC; the rest will be determined on a case-to-case basis. Motion carried.

- F. Sheriff's concerns regarding Point to Point and Aid

Joe Lalla expressed concerns about hearing numerous agencies from other states on Point-to-Point and Aid. There were concerns about turning it down and not scanning that frequency – but it's the only way to talk to the Highway Patrol. RACOM advised they could turn down the sensitivity and possibly lower the antennas; this may eliminate problem but it might hinder mutual aid. Tom Jones suggested backing down the sensitivity and testing reliability. Randy Johnson advised even if you turn it down you might still pick up Illinois stations.

- G. Other

Phil Fordyce suggested that you may want to put in some specific talk stations on the EDAC side for better communication between agencies.

Andy Rocca advised the Board of Supervisors is displeased with the Policy Board and are critical regarding funding being out of control. The Policy Board has been very supportive of the UAC's request. It is important to remain fiscally responsible and to keep this in mind when making requests for purchase.

VI. Other business

A. Additional comments from TAC-10

Mark DeGroot would like a plan of action regarding the signing of the contract between JECSEA and TAC10. He has never heard back from the Policy Board. Barry Bedford reiterated that the UAC has recommended finalizing the contract with TAC10. Tom Jones stated that Mark DeGroot/TAC10 will be put on the agenda for the Policy Board meeting next week and Mark can talk with them directly. Iowa City is very close to finalizing their contract. Sam Hargadine will contact Regina regarding the status of the IC contract.

B. Additional comments from RACOM

RACOM will start visiting each agency. They will be pulling Bank C and starting to reprogram portables. RACOM will need to know how the agencies want Law 1 and Info set up. The cut over for Fire occurred this morning and they will be reprogramming soon. RACOM can add 2 channels to Bank A or Bank B. New Fire will be on the new radios.

C. Additional comments from Harris

None – no one in attendance

D. Additional comments from Elert

None – no one in attendance

E. Other

VII. Next JECC-UAC regular meeting: April 19, 2011, 9:00 AM at the JECC

VIII. Adjournment

**NOTE: These Minutes have not been approved by the User Advisory Committee**





**Joint Emergency Communications Center**  
4529 Melrose Avenue  
Iowa City, Iowa 52246

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Thursday April 14, 2011

Dear Policy Board Members:

The following will constitute my Director's Report for the month of April.

April has been a relatively quiet month so far however I was able to overcome a very significant hurdle. Mark Wooderson from TAC-10 and I were able to come to tentative terms on a contract between TAC-10 and JECSA. The full details of the contract and the compromises by both sides are included in this month's meeting packet. Also there is a Resolution on this month's agenda for approval of said budget. TAC-10, as promised, plans to roll out their latest version of their CAD product later this month. This updated version is expected to be more stable and more user friendly.

Some comments about this month's meeting agenda:

The User Advisory Committee will be advising that for future meetings I will be giving the UAC update. The UAC Chair and Vice-Chair will still attend the meetings to answer any questions you may have of them, but the UAC felt it needed to return to more of an advisory role and hopefully this will quash the statements that the UAC sets policy.

Last month, Mike Hartley of UIHC addressed the Board, under public comments. You had asked for further information on this issue. Legal Counsel, Jeff Stone, has provided a letter in this month's agenda packet to give you an update on the installation of the JECSA provided radio for UIHC Emergency room. Jeff will also be at this month's meeting to answer any questions you may have concerning this issue.

There are three discussion items on this month's agenda. The first one deals with future equipment purchases for member agencies. This was an issue brought up last month but it was tabled. The discussion is to center around JECSA's role in the purchase of future equipment for the JECSA radio system. The UAC last month passed a motion that future purchases of radios, batteries, microphones and holders was the responsibility of JECSA. To date the stance of JECSA staff has been to purchase future radios because we currently own all radios. However, we have told member agencies any additional accessories, including batteries would be their responsibility.

The second discussion item deals with a letter from the Board of Supervisors which is included in your packet.

The third discussion item is about the fee structure for non-member public safety agencies that want to join the JECSA radio system. LEIN Region-3 Fusion has asked to join our radio system as they occasionally come to Johnson County to assist Iowa City PD, Coralville PD, North Liberty PD and the Sheriff's Office with investigations. The UAC has advised it supports the use of the JECSA radio system by the Fusion Team. The Fusion Team however is asking that we waive any fees for the use of the



**Joint Emergency Communications Center**  
4529 Melrose Avenue  
Iowa City, Iowa 52246

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system. Furthermore, Corrections, Iowa State Patrol and Linn County are looking to possibly join our system. Linn County has advised it will not be charging non-member public safety entities for the use of its system.

During the budget process for FY-2012 the Policy Board combined the positions of Operations Manager and Dispatch Supervisor into the new position of Emergency Communications Coordinator. Be advised the job description for that position has been created and it is being dealt with appropriately.

Finally, on Tuesday April 12<sup>th</sup> Tom Jones and I attended a meeting of the Sunrise Optimist Club, which was held at the Midtown Restaurant on Highway-1. The Club had asked for a presentation about the JECC. Club members were very interested in the information we presented and were very thankful for the presentation.



# SIMMONS PERRINE MOYER BERGMAN PLC

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April 15, 2011

Policy Board Directors  
Joint Emergency Communications  
Services Association of Johnson County

RE: Policy Board meeting on April 22, 2011  
Agenda Item #5

Dear Directors:

I am writing to provide an update on the radios for the University of Iowa Hospital & Clinics. In November 2010, the University of Iowa signed the Emergency Communication Equipment and Services Agreement. This agreement provided for radios for DPS, UIHC Emergency Room, UIHC Aircare, and UIHC Mobilecare. The University of Iowa understands that no separate agreement is required for the installation of radios in the Emergency Room.

I have been working with Rob Porter from the University of Iowa's General Counsel Office on the radio issues. The University of Iowa is working through several other radio issues that have delayed the installation. Mike Hartley is not the person who is responsible for negotiating agreements on behalf of the University of Iowa.

I will attend the meeting and can address any questions or concerns. Unless requested, I do not plan to make a presentation on this agenda item.

Very truly yours,

Jeffrey A. Stone

JAS/mc

[www.simmonsperine.com](http://www.simmonsperine.com)

■ 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401 • Telephone (319) 366-7641 • Fax (319) 366-1917  
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Also licensed to practice in: 1 Illinois 2 Wisconsin 3 Missouri 4 Kansas 5 New York 6 Minnesota 7 Michigan 8 California 9 Nebraska

RESOLUTION NO. 2011-10

**RESOLUTION CONSENTING TO ASSIGNMENT OF SMART PUBLIC SAFETY SOFTWARE, INC. CONTRACT TO TAC 10, INC.**

WHEREAS, the Joint Emergency Communications Services Association of Johnson County ("Association") and SMART Public Safety Software, Inc. ("SMART") entered into a contract dated October 30, 2009 (hereinafter "Contract") in the amount of five hundred twenty thousand eighty-eight dollars (\$520,088) for CAD and mobile data services.

WHEREAS, the Contract required SMART to place the source code into escrow with NCC Group, Inc and required the Association's consent to any assignment of the Contract.

WHEREAS, SMART defaulted on its loan with Lincoln Savings Bank, SMART voluntarily surrendered its assets to Lincoln Savings Bank, Lincoln Savings Bank sold SMART's assets to TAC 10, Inc., and TAC 10, Inc. has requested the Association consent to the assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. the Consent to Assignment and Amendment shall be executed.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that Resolution 2011-10 be adopted, and Resolution 2011-10 was approved by a vote of \_\_\_ - \_\_\_.

Passed and approved this twenty-second (22th) day of April, 2011.

\_\_\_\_\_  
PAT HARNEY, CHAIRPERSON OF THE JOINT  
EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION FOR JOHNSON COUNTY POLICY  
BOARD

## CONSENT TO ASSIGNMENT AND AMENDMENT

This Consent to Assignment and Amendment (this "*Agreement*") is made and entered into as of April \_\_\_\_\_, 2011 (the "*Effective Date*") by and between the Joint Emergency Communications Services Association of Johnson County ("*JECSA*"), an association pursuant to Iowa Code chapter 28E, and TAC 10, Inc., an Iowa corporation ("*TAC 10*").

### BACKGROUND

A. JECSA and SMART Public Safety Software, Inc. ("*SMART*") entered into a contract dated October 30, 2009 (the "*Contract*") for CAD and mobile data services. The Contract required SMART to deposit its source code into an escrow account with the NCC Group, Inc. ("*NCC*").

B. SMART voluntarily surrendered its assets to Lincoln Savings Bank, Lincoln Savings Bank sold SMART's assets, including its right, title, and interest in and to the Contract to TAC 10, and TAC 10 has assumed all of the duties and obligations of SMART under the Contract (the "*Assignment*").

C. TAC 10 has requested JECSA consent to the Assignment. JECSA maintains an Event of Default has occurred under Section II.D. of the Contract (the "*Existing Default*"). TAC 10 denies an Event of Default has occurred under Section II.D of the Contract and reserves the right to contest JECSA's assertion that an Event of Default has occurred.

NOW, THEREFORE, the parties do hereby agree as follows:

### TERMS

1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed to them in the Contract.

2. Forbearance.

a. JECSA hereby agrees to refrain from exercising any of its rights and remedies under the Contract that may exist by virtue of the Existing Default; provided, however, that in no event shall the foregoing be deemed to limit, modify, amend, waive or otherwise affect JECSA's rights and remedies that exist the may arise under this Agreement or the Contract after the Effective Date, all of which rights and remedies are hereby expressly reserved.

b. Nothing in this Agreement shall be construed as a waiver of or acquiescence to the Existing Default that continues in existence, subject only to the agreement of JECSA, as set forth herein, not to enforce their remedies for a limited period of time. Except as expressly provided herein, the execution and delivery of this Agreement shall not: (a) constitute an extension, modification, or waiver of any aspect of the Contract; or (b) establish a custom or course of dealing between JECSA and TAC 10. Except as expressly limited herein, JECSA hereby expressly reserves all of their rights and remedies under the Contract and under applicable law with respect to the Existing Default. From and after the Effective Date, JECSA shall be entitled to enforce the Contract according to the original terms thereof.

3. Consent by JECSA and Performance by TAC 10. JECSA hereby consents to the Assignment and agrees to perform all of the obligations of JECSA under the Contract in accordance with the terms and conditions of the Contract. TAC 10 agrees to perform all of the obligations of SMART under the Contract in accordance with the terms and conditions of the Contract, whether arising before or after the Effective Date.

4. JECSA's Performance. No default on the part of JECSA exists, nor has any notice thereof been received under the Contract, and no circumstances or state of facts exists, which with notice, lapse of time or both would result in the existence of a default by JECSA under the Contract or which for any reason would give TAC 10 the right to terminate the Contract or pursue any other recourse or remedy against JECSA provided under the Contract, at law or in equity.

5. Source Code Escrow. TAC 10 agrees to enter into an Escrow Agreement to supplement or replace the existing Escrow Agreement with NCC on identical terms to the prior NCC/SMART/JECSA Escrow Agreement.

6. Payments.

a. The original contract amount was five hundred twenty thousand eighty-eight dollars (\$520,088) and the Additional Options Purchase added one hundred fifteen thousand two hundred twenty-eight dollars (\$115,228) to the contract value. To date, the E911 Board paid two hundred fifty-nine thousand three hundred fourteen dollars and sixty cents (\$259,314.60) and JECSA paid two hundred seventy-nine thousand one hundred twelve dollars (\$279,112). After subtracting four thousand three hundred seventy-five dollars (\$4,375) for the Garmin refund, adding nineteen thousand four hundred dollars (\$19,400) for Zetron IP Fire Alerting System, six thousand dollars (\$6,000) for the Zetron IP Fire Alerting enhancements, and adding two thousand five hundred forty-seven dollars (\$2,547) for the AVL extension for University Heights, the resulting contract value is one hundred twenty thousand four hundred sixty-one dollars and forty cents (\$120,461.40), adjusted by any appropriate reduction as provided for in 6(c)(ii).

b. Sixty-four thousand four hundred four dollars and forty cents (\$64,406.60) shall be paid within thirty days of the execution of this agreement for these items:

(i) Twenty-six thousand four dollars and forty cents (\$26,004.40) for completion of the Iowa City Police Department CAD Data Conversion;

(ii) Nineteen thousand four hundred dollars (\$19,400) for Zetron IP Fire Alerting System;

(iii) Six thousand dollars (\$6,000) for the Zetron IP Fire Alerting enhancements; and

(iv) Thirteen thousand two dollars and twenty cents (\$13,002.20) for completion of the University of Iowa CAD Data Conversion.

c. The remaining contract value shall be paid in the following amounts and upon completion of the following milestones as determined by the Executive Director in good faith:

(i) Two thousand five hundred forty-seven dollars (\$2,547.00) for the AVL extension for University Heights;

(ii) Fifty-three thousand five hundred seven dollars and eighty cents (\$53,507.80) for acceptance and roll out of version 3.7.

d. TAC 10's placement of the updated and most recent version of the source code into escrow with NCC Group is a condition precedent to JECSA's obligation to make future payments to TAC 10.

e. The Year Two Maintenance shall begin on September 1, 2011. The amount for Year Two Maintenance shall be changed from \$55,810 to \$74,215 to reflect \$4,495 for annual maintenance for the Zetron Interface, \$9,600 for Geolynx Mobile Mapping & AVL client/server, and \$4,310 for the TAC 10 mobile/AVL client/server integration. The Year Two Maintenance shall be paid in two installments, the first one in the amount of \$41,907 due on September 1, 2011 and the second one in the amount of \$32,308 due on March 1, 2012.

7. Terms. Except as otherwise set out herein, all of the terms of the Contract shall remain in full force and effect as originally written.

8. Miscellaneous.

a. Amendment. This Agreement may be amended only by a writing signed by all of the parties hereto.

b. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise provided in this Agreement, this Agreement may not be transferred, assigned, or delegated by either party by operation of law or otherwise without the prior written consent of the other party.

c. Governing Law. This Agreement and the Contract shall be governed by and construed exclusively in accordance with the laws of the State of Iowa.

d. Waiver. No waiver of any breach or potential breach of any party under this Agreement or the Contract will be effective unless set forth in a writing duly signed by the party granting such waiver, and no waiver of the breach of any matter on any one occasion will constitute a waiver of a breach of such matter or any other matter on any subsequent occasion. The failure of any party to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement or the Contract shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

e. Notices. Any notice or other communication required or permitted hereunder shall be delivered as set forth below:

JECSA  
Gary Albrecht, Executive Director  
4529 Melrose Avenue  
Iowa City, IA 52246

TAC 10  
Mark DeGroot  
1025 Technology Parkway, Suite A  
Cedar Falls, IA 50613

f. Entire Agreement. This Agreement contains a complete statement of the arrangements among the parties with respect to this subject matter, and supersedes all prior agreements and understandings among them with respect to such subject matter. If there is a dispute or inconsistency between the terms of this Agreement and the Contract, the terms of this Agreement will control.

g. Venue. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Iowa located in Johnson County, Iowa and the United States District Court for the Southern District of Iowa.

h. Good Faith Actions. The parties hereto agree to act in good faith in connection with the consummation of the transactions contemplated hereby.

i. Authority. Each person executing this Agreement on behalf of another entity represents and warrants that he is duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above, by their respective duly authorized officers.

TAC 10, INC.

JOINT EMERGENCY COMMUNICATION  
SERVICES ASSOCIATION OF JOHNSON  
COUNTY

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



Thursday April 7, 2011

Mark and Gary,

Following is the context of the final points of agreement to be included in the JECSEA/TAC 10 Contract Assignment:

- 1) Software maintenance – \$74,215
  - a. Half due (+\$4,800 for Geo-Comm) September 1, 2011
  - b. Half due (-\$4,800 for Geo-Comm) March 1, 2012.
  - c. Annually in advance thereafter due September 1<sup>st</sup> of each subsequent year
  - d. This Maintenance number was computed from the following software and only includes the maintenance for these items: TAC 10 CAD, TAC 10 911, TAC 10 Message Switch software (Central Server), TAC 10 NCIC, TAC 10 Mobile w/NCIC, Geo-Comm Mobile Mapping and Geo-Comm AVL in the vehicle (as defined in the original contract) plus the AVL/Mobile mapping add on agreement.
  - e. The only thing we are aware of that it does not cover is Geo-Comm Dispatch Mapping – TAC 10 was not part of that license transfer from the other agencies and we do not know what deal JECC worked out with Geo-Comm for Dispatch Mapping.
- 2) Source Code escrow – JECSEA will pay it and have paid it – dead issue provided:
  - a. TAC 10 updates the escrow account before the April 22<sup>nd</sup> Policy Board Meeting
    - i. This was a hot issue at the last board meeting. Need to preemptively squelch this concern.
  - b. TAC 10 will update it again after the 3.7 upgrade is completed.
- 3) Zetron additional work – JECSEA agrees to the additional \$6,000
  - a. Andy Rocca agreed the work was requested, recognized as extra and accepted. Work completed. JECC will pay it.
- 4) Garmin refund – Dead issue, settled long ago. Included in these contract balance calculations.
- 5) Other invoices in hand that will be paid to TAC 10 upon contract signing:
  - a. \$26,004.<sup>40</sup> – IA City CAD data conversion
  - b. \$13,002.<sup>20</sup> – Univ of IA CAD data conversion
  - c. \$19,400.<sup>00</sup> – Zetron interface, original amount
  - d. \$6,000.<sup>00</sup> – Zetron interface, additional requested enhancements
- 6) JECSEA will pay the final acceptance of \$57,882.<sup>00</sup> when Coralville FSA is operable and 3.7 Upgrade is released later this month.
- 7) AVL for University Heights will be paid when delivered – \$2,547.<sup>00</sup> – which is the final contract amount paid.
- 8) All the above amounts add up to \$124,836.<sup>00</sup>
  - a. \$64,406.<sup>60</sup> due at contract signing
  - b. \$57,882.<sup>00</sup> due upon acceptance as described above
  - c. \$2,547.<sup>00</sup> due upon delivery of Univ Heights AVL

Please let me know if anyone has any disagreement, wants to add clarification, or needs additional clarification on any of these points.

**Mark Wooderson**  
Director of Business Development

\*\*\*\*\*



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## BOARD OF SUPERVISORS

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Pat Harney, Chairperson  
Terrence Neuzil  
Janelle Rettig

Sally Stutsman  
Rod Sullivan

April 7, 2011

Gary Albrecht, Executive Director  
Joint Emergency Communication Center  
4529 Melrose Avenue  
Iowa City, Iowa 52246

Barry Bedford  
Coralville Police Department  
User Advisory Committee Chair  
1505 5<sup>th</sup> Street  
Coralville, IA 52241

Dear Director Albrecht and Chief Bedford:

The Johnson County Board of Supervisors has reviewed the proposed Emergency Communication Equipment and Services Agreement between JECSA and the County. JECSA is in the process of entering into similar agreements with the other members of the Association as well as other public safety agencies in Johnson County.

While we understand that the terms of the agreement before us only pertain to Johnson County's use of the emergency communication equipment, a majority of the Board of Supervisors objects to the system that is being put in place. Until we have had an opportunity to discuss this matter with the Policy Board, we will not be signing the agreement.

At the time the JECSA was formed, we believe that the understanding was that JECSA would make the initial purchase of communication equipment to be provided to the member entities. Maintenance of equipment and purchase of replacement equipment was to be the responsibility of the public safety entity, not JECSA. Under the terms of the proposed agreement, JECSA takes on the responsibility of all maintenance, repair and replacement not caused by misuse of the equipment.

The citizens of Johnson County have invested millions of dollars in emergency communication equipment. This investment must be protected with high level of oversight and responsibility. A majority of the Board of Supervisors believes that this is best accomplished by requiring the users, including the County, to share the responsibility for maintenance and replacement.

The Board of Supervisors requests a joint meeting with the Policy Board where this matter can be discussed.

Sincerely,

Pat Harney  
Chairperson, Board of Supervisors