

Joint Emergency Communications Services Association Policy Board
Friday, September 24, 2010 – 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 August 27, 2010, Policy Board meeting.
3. Comments from the public.
4. Update from User Advisory Committee Meeting.
5. Discussion of participation in collective bargaining sessions.
6. Discussion with TAC 10 regarding contract and discussion of TAC 10's performance.
7. Action to approve Resolution 2010-08, approving form of Communication Services Agreement for Non-Public Safety Subscribers.
8. Discussion of date and time for October and November Policy Board Meetings.
9. Other business.
10. Consider a Motion to Adjourn to Executive Session to evaluate the professional competency of an individual whose appointment or hiring 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).
11. Consider a Motion to Adjourn the meeting.



SIMMONS PERRINE MOYER BERGMAN PLC

ATTORNEYS

Robert E. Konchar
 Darrel A. Morf
 J. Scott Bogguss
 James E. Shipman
 Stephen J. Holtman¹
 Iris E. Muchmore
 Philip D. Brooks
 James A. Gerk
 Roger W. Stone
 Kevin J. Visser
 Randal J. Scholer
 William S. Vernon

Eric W. Lam
 David W. Kubicek
 Matthew J. Brandes
 Michael McDonough⁴
 James M. Peters
 Leonard T. Strand
 Mark H. Ogden
 Webb L. Wassmer
 Mark A. Roberts
 Chad M. VonKampen
 Gregory G. Williams
 Nicolas Abou-Assaly

Allison M. Heffern
 Lynn W. Hartman
 Kathleen A. Kleiman¹
 Thomas D. Wolle
 Paul P. Morf
 Philip A. Burian¹
 Christine L. Conover
 David J. Zylstra^{3,4}
 Thomas N. DeBoom
 Jason M. Steffens
 Matthew J. Adam
 Robert S. Hatala

Amanda M. D'Amico
 Jacob R. Koller
 Jeffrey K. McGinness¹
 Mark J. Herzberger
 Brian J. Fagan
 Kerry A. Finley⁵
 Abbe M. Stensland
 Kyle W. Wilcox⁶
 Christopher J. Vocci^{5,7}
 Jeffrey A. Stone
 Matthew J. Hektoen¹
 Dawn M. Gibson

Susan H. Willey¹
 Sarah E. Swartzendruber
 Louis E. Ebinger
 Carrie L. Thompson
 Travis J. Schroeder
 Diana Okoeva⁸

COUNSEL

Larry G. Gutz²
 David A. Hacker
 Richard G. Hileman, Jr.
 Lorie Reins-Schweer

OF COUNSEL
 Stephen C. Nelson
 James R. Snyder

RETIRED

William A. Bergman
 John R. Carpenter

REGISTERED PATENT ATTORNEYS

Gregory G. Williams
 Christopher J. Vocci^{5,7}
 Carrie L. Thompson

Writer's Direct Dial No. (319) 896-4029
 Writer's Voice Mail Ext.: 229
 E-Mail Address: jstone@simmonsperrine.com

September 21, 2010

Policy Board Members
 Joint Emergency Communications
 Services Association of Johnson County

RE: Agenda for September 24, 2010
 Executive Summary

Dear Policy Board Members:

I am writing to provide an executive summary for the September 24, 2010, Policy Board Agenda and Packet.

Agenda Item #5 – Discussion of participation in collective bargaining sessions.

Tom Jones will provide a status update on the collective bargaining negotiations. One issue to be decided is who else will sit with Tom Jones at the negotiating table.

Agenda Item #6 – Discussion with TAC 10 regarding contract and discussion of TAC 10's performance.

The City of Iowa City Attorney's Office informed me that TAC 10 is not willing to honor SMART Public Safety's entire contract with the City of Iowa City. The City of Iowa City contracted to purchase records management software and other miscellaneous services. As communicated to me by the City of Iowa City Attorney's Office, TAC 10 is willing to honor some, but not all, of the contractual obligations agreed to by SMART Public Safety. Additionally, the City of Iowa City is not satisfied with the performance of the records management software.

www.simmonsperrine.com

■ 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401 • Telephone (319) 366-7641 • Fax (319) 366-1917
 □ City Center Square, 1100 - 5th Street, Suite 205, Coralville, Iowa 52241 • Telephone (319) 354-1019 • Fax (319) 354-1760

Also licensed to practice in: 1 Illinois 2 Wisconsin 3 Missouri 4 Kansas 5 New York 6 Minnesota 7 Michigan 8 California 9 Nebraska
 * Licensed in New York only

Simmons Perrine Moyer Bergman PLC

September 21, 2010

Page 2

I recommend JECSA not release any more money to TAC 10 until there is an agreement to the assignment of contract by both JECSA and the City of Iowa City. I will continue to coordinate this effort with the City of Iowa City Attorney's Office.

Agenda Item #7 – Action to approve Resolution 2010-08, approving form of Communication Services Agreement for Non-Public Safety Subscribers.

Resolution 2010-08 approves the form of the Communication Services Agreement for Non-Public Safety Subscribers. This form agreement is similar to the Emergency Communications Equipment and Services Agreement, except for several important differences. Non-Public Safety Governmental Subscribers will be required to pay a one-time \$200 set-up fee per device and \$75 annual fee per device. Non-Public Safety Private Subscribers will be required to pay a one-time \$200 set-up fee per device and \$150 annual fee per device. These fees were recommended by the UAC based on other historic fees.

Another important difference is that JECSA will not own the radios or accessories used by the Non-Public Safety Subscribers. The Non-Public Safety Governmental Subscribers will purchase, maintain, and be responsible for all the costs for their equipment. The Non-Public Safety Governmental Subscribers can only use equipment approved by JECSA. This is important to ensure proper operation of the radio communications system and to avoid radio interference. JECSA (or its maintenance provider) will test any radios submitted by Non-Public Safety Subscribers both in a laboratory and in the field.

The signed version will be specific to the Non-Public Safety Subscriber. There will be slightly different terms and conditions for the members of JECSA. The term of the agreement will match the 28E Agreement, unless otherwise terminated, and the indemnification and limitation of liability language may be changed. These minor modifications were reasonable requests submitted by the Johnson County Attorney's Office and City of Iowa City Attorney's Office.

Agenda Item #9 – Other Business.

Mike Kelley's status update is enclosed.

Please contact Tom Jones or me with questions or concerns.

Very truly yours,



Jeffrey A. Stone

MEETING MINUTES

Joint Emergency Communications Services Association of Johnson County
Policy Board
Friday, August 27, 2010, at 8:00 a.m.
4529 Melrose Avenue, Iowa City, Iowa
Policy Board Conference Room

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

1. Call to order; recognize alternates.

Wright called meeting to order. No alternates.

2. Action to approve minutes of July 23, 2010, Policy Board meeting.

There were three corrections to the minutes. First, Bailey clarified that audio-visual crews could move around. Second, Wright stated that Rod Sullivan clarified the intent of agenda item 6b was that all members should review JECSA management positions. Third, there was one correction to the spelling of "Visin."

Motion to approve minutes as amended by Harney; seconded by Lundell. Motion passed unanimously.

3. Comments from the public.

Rebecca Reiter, League of Women Voters, was recognized.

4. Update from User Advisory Committee Meeting.

Rocca stated input had been provided on both the Public Safety and Non-Public Safety Agreements. Rocca commented that the lack of a contract with TAC 10 was causing trouble. Rocca distributed a handout that showed the call processing times. The call processing time in July was three minutes. The call processing time goal is one minute. Rocca expressed concerns about the lack of interfacing. Spenler stated Johnson County Ambulance Service also tracks the times. Rocca stated Hargadine had similar concerns about the call processing time. Harney inquired about the distinction between the call processing time and the dispatch time. Bailey supported tracking the available data. Wilson stated the turnout time is critical to accreditation. Pulkrabek stated only Iowa City was fully accredited and Johnson County was not. Rocca expressed concern that this was impacting the services provided. Bailey stated that the best hardware and software should be provided.

Rocca stated the non-public safety user fee should be based on the historic fee, which was a \$200 set up fee per device and a \$150 annual fee per device. Stone clarified agenda item no. 7 related to the public safety users.

Harney asked about TAC 10. Rocca stated the implementation period for a new CAD vendor was 18 to 24 months. Rocca stated money was owed for services that had been rendered. Rocca stated the UAC unanimously supported executing a contract with TAC 10. Harney expressed concerns about bumping heads with TAC 10. Pulkrabek stated TAC 10 had performed lots of work, although the work was certainly not perfect. Pulkrabek stated TAC 10 had addressed the critical issues. Harney inquired about whether or not TAC 10 was providing services. Jones stated an updated release had been provided and training was ongoing. Jones stated changing to a different vendor would be difficult. Bailey asked about the amount paid to date.

Rocca requested direction from the Policy Board regarding the eligible users on the radio communications system. Rocca specifically requested direction on whether or not JECSA would pay for radios for users other than that users listed in the Public Safety Subscription Agreement. Rocca also requested direction regarding the criteria to be used to evaluate requests for additional radios.

Rocca commented on the letter received from the Board of Supervisors. Rocca did not want all of the UAC meetings to be subject to the open meeting laws. Rocca stated summary minutes, with redactions, will be provided to the Policy Board. Rocca did not want to compromise public safety. Wright asked if the minutes were available on the website. Jones stated the website was in development. Harney reminded everyone the open meeting laws should not be ignored. Stone stated the open meeting laws do not apply to the UAC meetings and the UAC meetings were being conducted in the spirit of the open meeting laws.

Bailey made a motion to move agenda item no. 10 to the next item on the agenda; seconded by Wilson. Motion passed unanimously.

5. Action to approve Consent to Assignment and Amendment with TAC 10.

Stone stated there was no agreement to present for approval. Stone stated TAC 10 had requested additional changes to the proposed Consent to Assignment and Amendment, including additional money for a change order and warranty. Stone expressed frustration in getting this deal done.

Wilson asked about the amount owed for the services rendered. Wilson recognized the need for a contract. Stone clarified that Lincoln Savings Bank held certain money in escrow. Harney questioned why additional money was requested. Bailey expressed support for releasing the money. Pulkrabek asked about the reason for the additional demand for money. Lundell stated support for paying what was owed.

Stone stated that some work had been completed, such as (1) the AVL purchase and installation, which could result in the release of \$104,978 from escrow; (2) release, installation, and testing of the CAD update, which had a proposed value of \$71,342; and (3) the successful testing of the software, which had a proposed value of \$98,417. Jones confirmed that this work had been completed. Sereduck stated there were always issues with the software and this had been a big frustration. Trenany stated TAC 10's work for the City of Iowa City was not complete.

Pulkrabek made a motion to instruct Lincoln Savings Bank to release \$104,978 to TAC 10 and to pay TAC 10 the sum of \$71,342 and \$98,417 for the work that had been completed to date; seconded by Wilson. Motion passed unanimously.

Lundell also requested a TAC 10 representative attend a Policy Board meeting. Wilson stated that CAD was a huge function. Bailey stated there was a need to have an option to get out of this relationship. Harney stated it was important to start looking at other options. Salm inquired about how much work was involved. Sereduck stated there were other vendors doing business in Iowa and other agencies used other vendors. Sereduck stated there were at least five other viable vendors. For example, Sereduck stated Omaha/Lincoln had a bigger system. Sereduck recognized switching to a different vendor would put burdens on other agencies. Sereduck stated the record management software must be able to interface with the CAD software. Pulkrabek stated record management was a huge issue for the jail and the civil division for Johnson County. Wilson stated that an interface could be written. Bailey stated the relationship was bad and wanted another option to be developed. Lundell requested a memorandum on the other available options. Wright agreed with Lundell.

6. Update on staffing levels and hiring of one additional dispatcher as provided for in the FY2011 budget.

Jones stated the budget provided for the hiring of 32 full-time equivalents. Jones stated 31 full-time equivalents have been hired, including part-time dispatchers. Jones stated there was a dispatcher currently dispatching another county who is performing at high level and would be a valuable addition to JECSA. This addition will provide additional coverage and staffing and permit power shifts. Wilson inquired about the level of staffing. Jones stated there was a minimum level of staffing of five or six. Jones stated that January was a critical time. Bailey inquired about whether this was a budget expense. Jones stated that the dispatch supervisor should not be counted as a dispatcher. Pulkrabek asked about whether or not this hire would permit dispatchers to take breaks. Jones stated this would help provide for breaks.

7. Discussion of operational issues and potential amendments to the 28E Agreement, including:

- a. bonding for future equipment purchases and setting the amount of reserves;**

- b. request permission from Johnson County Board of Supervisors to fill management positions;**
- c. removal of the Emergency Management Coordinator as a Director; and**
- d. a non-binding vote on the JECSA budget by each member.**

Wright stated several of these issues have been tabled from the July meeting.

Regarding agenda item no. 6a, Stone commented on the difference between bonding using the Iowa Finance Authority as the issuer or Johnson County as the issuer. Stone discussed the possibility of bonding through the E911 Service Board and the Iowa Finance Authority as provided for in Iowa Code chapter 34A. Bailey suggested that future bonding be discussed as a part of the budgeting process. Pulkrabek stated Johnson County did have some concerns about its bonding capacity. Pulkrabek supported setting a bonding threshold. Stone stated that using the Iowa Finance Authority as the issuer may be able to save the taxpayers money. Bailey stated that this is difficult to decide in advance and should be handled on a case-by-case basis.

Regarding agenda item no. 6b, it was clarified that the intent was that permission would be requested from each signatory, not simply Johnson County. Wright stated it was the purpose of the Policy Board to make this type of decision and it was a responsibility of each Director to communicate the Policy Board decisions to the members. Harney questioned if any response should be made to a single member of the Board of Supervisors. Wright stated this was a reason why each member had representatives on the Policy Board.

Regarding agenda item no. 6c, Pulkrabek stated this concern has been expressed by certain legislators. Salm identified a need for the expertise that the Emergency Management Coordinator provides. Stone reminded everyone that the 28E Agreement provides the Emergency Management Coordinator shall be a Director. Bailey reminded everyone that there was a thorough and thoughtful discussion about who should be a Director. Bailey stated that this proposal had been widely circulated and should not come as a surprise to anyone. Bailey commented that this arrangement has served well thus far. Bailey stated that this change would not be supported and that there was no need to have the Policy Board only comprised of elected officials.

Wilson stated this had been discussed with the Emergency Management Commission Chair. Wilson reported there were no problems. There was some discussion about whether or not there was ever a plan to have the Policy Board comprised solely of elected officials. Lundell stated it was still too early to tell if any changes should be made and this issue should be tabled. Salm expressed support for Wilson. Wright stated there was a general consensus among the Directors that this change was not supported. Salm stated this issue could be revisited.

Regarding agenda item no. 6d, Wright commented that a nonbinding vote by each member was not necessary because each member had a representative on the Policy Board. Pulkrabek suggested that Jones could present the proposed budget to the members. Bailey commented that the budget time was a busy time. Wright stated a presentation by Jones could not hurt. Bailey stated that the JECSA budget could be provided in a packet. Harney expressed support for spelling out the budget. Wright stated that the draft budget would be provided to all members.

8. Action to approve Resolution 2010-06, entering into Additional Options Purchase Agreement to make University of Iowa Department of Public Safety a Public Safety Answering Point.

Pulkrabek stated that it was always intended that the University of Iowa Department of Safety would become a full public-safety answering point. Pulkrabek stated the location was in a bunker and safe.

Motion to approve Resolution 2010-06 by Pulkrabek; seconded by Bailey. Motion passed unanimously. Lundell noted and thanked the University of Iowa for the cost-sharing.

9. Action to approve Resolution 2010-07, approving form of Emergency Communication Equipment and Services Agreement with Public Safety Subscriber Agencies.

Pulkrabek stated an expectation that JECSA would purchase all the radios. Wilson concurred. Rocca stated that it was all coming from local tax dollars. Pulkrabek stated there was a long-standing relationship between Johnson County and the Army Corps of Engineer. Pulkrabek stated there was fire paging equipment on the tower near the East Overlook. Pulkrabek stated Johnson County had never paid a nickel for this. Pulkrabek stated Johnson County patrols the reservoir area beginning in April and ending in September or October. Wilson stated the expectation that the radios are only for law enforcement. Wilson stated there was no expectation that radios would be provided for those not performing law enforcement duties. Bedford commented on cooperation between law enforcement entities. Wilson noted communication could occur on all the talkpaths. Rocca asked about the medical examiner's request for radios. Wilson stated the medical examiner does not now have a radio and uses a cell phone instead. Bedford stated the medical examiner felt a radio could enhance the ability to communicate with law enforcement. Bailey recommended the distinction be drawn between beneficial and critical. There was no support for providing additional radios to the Medical Examiner or Lake McBride. Wright stated an expectation that no other public safety users be added. Wright noted other users can buy their own radios. Wilson stated that the Non-Public Safety Agreement for governmental users addresses some of these concerns.

Motion to approve Resolution 2010-07 by Harney; seconded by Wilson. Motion passed unanimously.

10. Action to approve Change Order No. 6 with Harris Corp.

Motion to approve Change Order No. 6 as revised by Bailey; seconded by Wilson.
Motion passed unanimously.

11. Other business.

Jones reported about the number of CAD incidents. Bailey inquired about the number of calls to the center. Jones stated one dispatcher had taken a call a minute. Jones stated that there were no financial reports included in this month's packet and financial reports would be provided in the future.

Grady Powers, a system engineer with Harris Corporation, stated that during system optimization and bit error rate testing, a system timing issue was discovered. Powers stated this problem was very infrequent and difficult to reproduce. Power stated efforts have been made to try to reproduce the problem and extra time had been spent on it prior to his arrival on site. Power stated new cables had already been installed at the transmitter sites. Powers stated this was an effort to improve the signal quality. Powers reviewed the baseline measurements, checked the normal simulcast situations, and collected critical data. This investigation has been valuable. The system has been exercised. A report was compiled for management at Harris Corporation. Powers understood the urgency to get the system accepted. Powers identified that public safety was the ultimate goal. Powers wanted to insure the best user experience possible and to guarantee a strong signal.

Wilson inquired about the cables. Powers stated it was other issues. Wilson asked for a timeline. Power stated Mike Kelley would make this decision. Wilson asked how major this problem was. Power stated more time is necessary before putting users on the system. Jones wanted to make sure that the system had the confidence of the users. Harney emphasized the importance of the quality of the voice communications. Power stated there was some audio disturbance that was related to the timing and simulcast. Brennan stated that he could not hear because hearing depends upon multiple sites at the same time. Power stated this problem was hard to catch. Power stated it was discovered while driving in areas that were predicted to be difficult. Power stated this was unfortunate, but this is a good time to catch the problem.

Harney asked about cell phone tower interference. Power stated it was potential for interference, and direct interference and intermodulation. Power stated the FCC goes through this in their regulatory processes. Pulkrabek stated that any tower should be submitted to Harris Corporation before approval.

Pulkrabek had requested that GIS include approximately one-third of the surrounding counties in the Johnson County mapping system.

12. **Consider a Motion to Adjourn to Executive Session to evaluate the professional competency of an individual whose appointment or hiring 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).**

Motion to adjourn to executive session by Harney; seconded by Bailey. Wilson, aye; Bailey, aye; Harney, aye; Pulkrabek, aye; Salm, aye; Wright, aye.

To attend a previous commitment, Lundell and Pulkrabek were required to be absent for the duration of the meeting.

13. **Consider a Motion to Adjourn the meeting.**

Motion to adjourn by Harney; seconded by Bailey. Motion passed unanimously.

SUMMARY MINUTES
JOINT EMERGENCY COMMUNICATIONS CENTER
USER ADVISORY COMMITTEE
TUESDAY, AUGUST 17, 2010 - 9:00 AM

PRESENT: Jim Baker, Barry Bedford, Erika Billerbeck (IADNR), Terry Brennan, Steve Dolezal, Dave Dvorsky, Dave Fitzgerald (TAC 10), Tom Hansen, Sam Hargadine, Roger Jensen, Randy Johnson, Tom Jones, Shane Kron, Brad Reinhard, Andy Rocca, Nancy Sereduck, Dan Smith, Guy Sommers, Dave Stannard, Nick Trenary, Dave Visin, Rick Wyss and Dave Kahn (Elert) by conference call.

I. CALL TO ORDER: The meeting was called to order at 9:00 AM by Andy Rocca.

II. REVIEW OF MINUTES: Two changes to last month's minutes were noted by Wyss. The ICPD request of six portable radios and one mobile radio will be added to the additional radio requests and the minutes will be revised accordingly. Motion to approve the July 20, 2010, minutes with amendments was made by Bedford with a second by Dolezal. Motion approved.

III. CHANGES/ADDITIONS TO THE AGENDA: No changes or additions.

IV. INTERIM DIRECTOR'S UPDATE: Jones.

A. Emergency Communication Equipment and Services Agreement

A review and discussion of the agreement.

B. Non-public Safety User's Agreement

1. Fees: What fees should be charged? Which users would be charged additional fees? Brennan stated RACOM would not be charging the JECC for these users, but would charge the users only.

2. Motion for Recommendation to the Policy Board. A \$200 initial fee for governmental agencies and an annual \$75 per device fee for those agencies is recommended - these fees would stand for a two year period to facilitate the budget process. A \$200 initial fee for private businesses and an annual \$150 per device fee is recommended - these fees would stand for a one year period. Motion proposed by Hargadine, seconded by Bedford; motion approved.

C. CAD/FSA/Firehouse Interface - Dave Fitzgerald, TAC 10

D. Executive Director Recruitment - Over a dozen applications and resumes have been received. Request for Jeff Davidson to get the discussion on the Policy Board agenda for the August 27th meeting.

- E. Procedure for Contact and Resolution of Emergency Communications Issues - Short discussion reference the proposed operation guideline provided in the meeting information. Jones advised that an online form and system was in the works and should be available shortly. A request was made to include a time of response of two to three business days, which will be added.

V. FIRE/EMS/LAW:

- A. FIRE/EMS Dispatch Policy - Nothing new to add. Comments were forwarded to Spenler, who will be scheduling a subcommittee meeting in the future. The goal is to finalize the policy prior to the cut-over to the new radio system.
- B. EMD QA Policy - Dvorsky discussed the previously distributed policy and asked for volunteers from agencies to sit on the once a month review committee. Visin asked to be included in the committee. DPS will begin training on EMD shortly.
- C. State Contracts - IOWA/NCIC state contracts have been written and will require signatures of the heads of the participating agencies. Copies will be sent as soon as the state has the originals.
- D. ICFD Alarm Processing - Rocca led discussion on the increased alarm processing time over the last month.
- E. ICPD Call Discrepancies – Wyss/Baker. Baker led discussion of several problem areas.
- F. Additional Radio Requests
 - 1. Medical Examiner’s Office – Guy Sommers
 - 2. Johnson County Conservation Board
 - 3. Coralville Fire Department – Dave Stannard
 - 4. Lake MacBride State Park
- G. Frequency Assignment for UI Football – Visin. Vision led a short discussion regarding the need for specific assignments for future radio use.

VI. OTHER BUSINESS:

- A. UI DPS PSAP Status - Vision and Jones will meet to discuss and plan the ongoing provisions, standards, procedures, and criteria for the new PSAP. Kahn recommends a plan of action be established.

B. Corps of Engineers' Request for Operating Channels - Discussion involved the purchase of additional radios and the use of channels. It was proposed to table this item until the September meeting, due to the federal agency issue.

C. Other

1. Request to place a discussion for policy regarding radio requests before the Policy Board on August 27th, regarding a formal action.
2. A firm date for completion of reliability testing.

VII. NEXT MEETING: The next regular meeting of the JECC-UAC will be held at the JECC on September 21, 2010, at 9:00 AM.

VIII. ADJOURNMENT: The meeting was adjourned by Rocca at 11:55 AM.

RESOLUTION NO. 2010-08

**RESOLUTION APPROVING FORM OF COMMUNICATION SERVICES AGREEMENT
FOR NON-PUBLIC SAFETY SUBSCRIBERS**

WHEREAS, the Joint Emergency Communications Services Association of Johnson County ("Association") is operating countywide emergency response and communication services.

WHEREAS, the radio communication system owned by the Association has the capacity to transmit radio communications other than emergency radio communications.

WHEREAS, the Association has been approached regarding the transmission of non-emergency radio communications and the Association should have a policy in place regarding the transmission of non-emergency radio communications.

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

1. the form of the Communication Services Agreement for Non-Public Safety Subscribers is approved.
2. the Executive Director has authority to enter into agreements with the Non-Public Safety Subscribers based on the approved form.

It was moved by _____ and seconded by _____ that Resolution 2010-08 be adopted, and Resolution 2010-08 was approved by a vote of ___ - ___.

Passed and approved this twenty-fourth (24th) day of September, 2010.

MIKE WRIGHT, CHAIRPERSON OF THE JOINT
EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION FOR JOHNSON COUNTY POLICY
BOARD

COMMUNICATION SERVICES AGREEMENT FOR NON-PUBLIC SAFETY SUBSCRIBERS

This Communication Services Agreement for Non-Public Safety Subscribers (this “*Agreement*”) is entered into as of _____, 2010, by and between the Joint Emergency Communications Services Association of Johnson County (“*JECSA*”) and _____ (the “*Non-Public Safety Subscriber*”).

BACKGROUND

A. JECSA was created by Johnson County, Iowa; the City of Iowa City, Iowa; the City of Coralville, Iowa; the City of North Liberty, Iowa; and the Johnson County Emergency Management Commission under the Joint Emergency Communications Services for Johnson County 28E Agreement for the purposes of, among other things, constructing and operating countywide emergency response and communication services.

B. The Non-Public Safety Subscriber desires to use the Radio Communications System (defined below) for routine non-emergency communications.

C. JECSA and the Non-Public Safety Subscriber agree to enter into an agreement to outline the responsibilities of each party with respect to the purposes outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms used in this Agreement have the following meanings:

“*Accessories*” means items of equipment accompanying the Mobiles and Portables. The Accessories include batteries, chargers, microphones, earpieces, swivels, clips, cases, and pagers.

“*Authentication*” means the registration required to operate on the Radio Communication System. Authentication includes the assignment of a unique identification number for the Radio and Programming as required by JECSA.

“*Equipment*” means Accessories, Mobiles, and Portables. JECSA through the process set forth in Section 5 and Exhibit D shall approve Equipment.

“*Maintenance Provider*” means an authorized vendor under contract with JECSA for the performance of maintenance services. JECSA alone shall determine the authorized vendor(s).

“*Mobiles*” means the digital mobile radios that are approved by JECSA to be used with the Radio Communications System. A list of Mobiles approved by JECSA as of the date of this Agreement is available in Exhibit B.

“*Non-Public Safety Governmental Subscriber*” means a governmental department of Johnson County, Iowa; the City of Iowa City, Iowa; the City of Coralville, Iowa; or the City of North

Liberty, Iowa that has entered into a Communication Services Agreement for Non-Public Safety Subscribers and is not a Public Safety Subscriber.

“Non-Public Safety Private Subscriber” means an entity that has entered into a Communication Services Agreement for Non-Public Safety Subscribers and is neither a Public Safety Subscriber nor a Non-Public Safety Governmental Subscriber.

“Non-Public Safety Subscriber” includes both Non-Public Safety Governmental Subscribers and Non-Public Safety Private Subscribers.

“Portables” means the digital portable radios that are authorized by JECSA to be used with the Radio Communications System. A list of Portables approved by JECSA as of the date of this Agreement is available in Exhibit B.

“Programming” means the set of programs, procedures, and logic used to direct the operation of the Radios.

“Public Safety Subscriber” means a governmental entity with the primary responsibility of public safety. The following departments are Public Safety Subscribers as of the date of this Agreement: JECSA; Johnson County Sheriff, Ambulance, and Conservation; Iowa City Police and Fire; Coralville Police and Fire; North Liberty Police and Fire; Hazmat; Emergency Management; Hills Fire; Iowa DNR Lake McBride and Conservation; Johnson County Bomb Squad Responders; Kalona Fire and First Responders; Lisbon Fire; Lone Tree Fire; Mercy Hospital; Oxford Fire; Riverside Fire; Solon Fire; Swisher Fire; Tiffin Fire; US Army Corps of Engineers at Coralville Lake; University Heights Police; University of Iowa Department of Public Safety; University of Iowa Hospitals and Clinics, Aircare, and Mobilecare; Veterans Hospital; Wellman Fire; West Liberty Fire; and West Branch Fire.

“Radio Communications System” means the JECSA public safety communications system comprised of all real and personal property, towers, buildings, and equipment, including control stations, consoles, base stations, software, programming, logic, other equipment, and other related items necessary for the operation of emergency response and communications services.

“Radios” means Mobiles and Portables set forth in Exhibit C, all of which have a unique JECSA identification number.

“Talkgroup” means a configurable, pre-programmed voice pathway on the Radio Communications System that permits properly programmed Radios to communicate with each other. There are two types of Talkgroups. An Interoperable Talkgroup is among several different Public Safety Subscribers, Non-Public Safety Governmental Subscribers, and Non-Public Safety Private Subscribers. An Agency Talkgroup is for use by one particular Public Safety Subscriber, Non-Public Safety Governmental Subscriber, or Non-Public Safety Private Subscriber. A Talkgroup is used synonymously as “Channel.”

“Users” means a Public Safety Subscriber, Non-Public Safety Governmental Subscriber, or a Non-Public Safety Private Subscriber and all its agents, employees, personnel (paid or volunteer), officers, directors, and management.

2. **Term.** This Agreement will continue between JECSA and the Non-Public Safety Subscriber for five years, and will automatically renew for additional five year periods unless either party provides one year advance notice of its intention to not renew this Agreement. Either party may terminate this Agreement for any reason or no reason upon at least 90 days advance written notice to the other party. JECSA may terminate this Agreement upon 30 days advance notice if the Non-Public Safety Subscriber is in breach of any provision of this Agreement.

Comment [JS1]: The term will match the 28E Agreement for JECSA members.

3. **Scope of JECSA Services.**

(a) **Access.** Upon the Non-Public Safety Subscriber providing its own Equipment in accordance with Section 5 of this Agreement and paying the appropriate fees in accordance with Section 8 of this Agreement, JECSA shall provide the Non-Public Safety Subscriber with the authentication necessary to communicate using the Radio Communications System.

(b) **Communications.** JECSA does not guarantee the full operability of the Non-Public Safety Subscriber's Equipment on the Radio Communications System. The Radio Communications System is currently designed to support voice service and data service if the Non-Public Safety Subscriber utilizes Harris Corporation brand Equipment. If the Non-Public Safety Subscriber uses an alternative approved Equipment manufacturer, the Radio Communications System will support only voice service.

(c) **Priority.** JECSA shall operate the Radio Communications System to provide priority to Public Safety Subscribers. JECSA has the following order of priority for the operation of the Radio Communications System: (1) emergency ID; (2) first responder; (3) public safety, including Interoperable Talkgroups; and (4) daily operations and use by Non-Public Safety Governmental Subscribers and Non-Public Safety Private Subscribers. Use of the Radio Communications System by higher priority users may impact the system's availability for lower priority users. For example, a lower priority user may receive a busy signal if higher priority users use the entire capacity of the Radio Communications System.

(d) **Coverage.** JECSA does not guarantee the coverage of the Radio Communications System throughout Johnson County. A description of the Radio Communications System's infrastructure and their locations is available in Exhibit A.

(e) **Administration.** JECSA may promulgate administrative rules, regulations, and orders to implement and administer the plans and procedures provided under this Agreement. JECSA may from time to time, in its sole discretion, revise or amend these administrative rules, regulations, and orders, including without limitation the Exhibits to this Agreement.

(f) **Monitor.** JECSA has the right to monitor all Talkgroups to ensure appropriate use of the Radio Communications System under the terms of this Agreement.

(g) **Authentication.** Authentication is required to gain access to the Radio Communications System. JECSA will set all authentication rights and privileges for its subscribers, and retains the right to revoke authentication for Radios upon the Non-Public Safety Subscriber's noncompliance with the terms and conditions of this Agreement or for good cause.

(h) **Interference and Disabling.** Any Equipment that causes interference

with the normal operation or use of the Radio Communications System shall immediately be deactivated and the authentication shall be revoked until the Radio can operate using the Radio Communications System without causing interference. JECSA reverses the right to disable Radios for good cause at any time.

(i) **Warranty.** JECSA warrants it will maintain the Radio Communications System in good working order and in compliance with all applicable laws, rules, and regulations. This warranty does not guarantee continuous service in time or location. This is the sole and exclusive warranty provided by JECSA, and is offered in lieu of any and all other warranties, either express or implied. The Non-Public Safety Subscriber hereby accepts this limited warranty and waives any and all other existing or potential warranty rights. The sole and exclusive remedy available to the Non-Public Safety Subscriber under this subsection 3(i) is a refund of the fees it previously paid in accordance with subsections 8(a) or 8(b) of this Agreement.

(j) **No Third-Party Beneficiaries.** Notwithstanding any other section of this Agreement, it is specifically agreed between JECSA and the Non-Public Safety Subscriber that this Agreement is not intended by any of the provisions to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a signatory to this Agreement to maintain a suit for personal injuries or property damage pursuant to this Agreement.

4. Non-Public Safety Subscriber Responsibilities.

(a) **Responsibility for Users.** The Non-Public Safety Subscriber shall be responsible for requiring its Users to comply with the terms and conditions of this Agreement. The Non-Public Safety Subscriber and JECSA shall have the authority to discipline Users for violations of the rules, terms, and conditions of this Agreement. JECSA shall provide written notice of violations to both the Non-Public Safety Subscriber and the User. In the event of repeated violations by Users, after receipt of written notice of the violations, JECSA has the right, without a breach of this Agreement, to revoke the Users' access to the Radio Communications System or terminate this Agreement upon 30 days advance written notice to the Non-Public Safety Subscriber.

(b) **Equipment Users.** The Non-Public Safety Subscriber shall maintain a list of its Users, specifically identifying the individual User assigned to each Radio. The Non-Public Safety Subscriber shall periodically update and disseminate the list to JECSA. JECSA has the right to audit the Non-Public Safety Subscriber's list of Users at any time, and may remove unauthorized Users at any time without a breach of this Agreement.

(c) **Training.** The Non-Public Safety Subscriber shall be responsible for training its Users in the proper use of Equipment on the Radio Communications System. No User shall be permitted to use the Equipment until they have received appropriate training.

(d) **Rules.** The Non-Public Safety Subscriber and its Users shall comply with all rules, regulations, and orders established by JECSA. Additionally, the Non-Public Safety Subscriber and its Users shall adhere to all applicable rules, which from time to time, may be amended by JECSA:

(i) All federal, state, and local rules and regulations, including all FCC rules and regulations.

(ii) Proper FCC and JECSA radio protocol.

(iii) Profanity is not permitted on the Radio Communications System.

(iv) The Radio Communications System is intended to be used for short-term business communications. Long-term business communications should be avoided. Frivolous use of the communications channel, idle chatter, retransmission of commercial radio or television, personal use, or activation of the channel for a purpose other than voice traffic is prohibited.

(e) **Prohibition on Transfer or Assignment.** The Non-Public Safety Subscriber and its Users shall not transfer or assign any of its rights under this Agreement to any individual, agency, organization, or entity without the prior written consent of JECSA, whose consent may be withheld in its sole discretion.

(f) **Future Requirements.** The Non-Public Safety Subscriber and its Users shall promptly comply with such future conditions and requirements as JECSA may hereafter prescribe. JECSA shall provide written notice of all future requirements.

5. **Equipment and Technology.**

(a) **Rights.** The Non-Public Safety Subscriber is responsible for providing its own Equipment. The Non-Public Safety Subscriber is responsible for the cost of its Equipment and the cost of the programming services necessary to prepare the Equipment for use on the Radio Communications System. The Non-Public Safety Subscriber shall at all times retain ownership of its Equipment. JECSA shall not possess any ownership interest in the Equipment.

(b) **Approved Radios.** The Non-Public Safety Subscriber shall only use Equipment that is approved by JECSA. A list of Radios approved by JECSA is available in Exhibit B. JECSA shall periodically update and disseminate its list of approved Radios. The Non-Public Safety Subscriber may request JECSA's approval of specific Equipment not included in the approved list by following the procedure described in Exhibit D. The Non-Public Safety Subscriber shall be responsible for all costs associated with the testing procedures set forth in Exhibit D.

(c) **Radio Inventory.** All Equipment used by the Public Safety Subscriber shall have authorized and validated model numbers, serial numbers, Talkgroups, and Radio ID's. The Non-Public Safety Subscriber may not use any Equipment in excess of the quantity permitted by JECSA in Exhibit C. Before adding any Equipment to the Radio Communications System the Non-Public Safety Subscriber shall provide JECSA with a list of its Radio inventory. The list shall contain the following information for each Radio: (1) vendor/service provider; (2) manufacturer; (3) model number; (4) serial number; and (5) the flash or operating version. The Non-Public Safety Subscriber shall notify JECSA if there is any change in its Radio inventory, including, but not limited to, lost or stolen devices or additional activated devices.

(d) **Radios are the Exclusive Communications Device.** The Non-Public Safety Subscriber and its Users may communicate on the Radio Communications System only with its approved Radios. Neither the Non-Public Safety Subscriber nor its Users may use any communication device other than its approved Radios to communicate using the Radio

Communications System.

(e) **Programming.** JECSA has the sole and exclusive right to control Programming. For example, the emergency button shall not be programmed for all Non-Public Safety Subscribers and is reserved exclusively for Public Safety Subscribers. The Maintenance Provider is the sole entity responsible for programming the Radios pursuant to the programming instruction provided by JECSA. The Non-Public Safety Subscriber shall provide its Radios to JECSA and its Maintenance Provider for Programming, and shall be responsible for all the costs associated with programming its Equipment. Such costs include, but are not limited to, the cost of the software and any licenses or sublicenses JECSA may require with respect to Programming. The Non-Public Safety Subscriber agrees to comply with any and all software licensing requirements for the software installed in its Equipment.

(f) **Configuration.** The Non-Public Safety Subscriber shall be responsible for the implementation and cost of any and all specific configurations in its Equipment. The Non-Public Safety Subscriber shall be responsible for backing up and restoring the configurations in its Equipment.

(g) **Configuration Auditing and Security.** The Non-Public Safety Subscriber shall be responsible for the auditing and security of its configurations.

(h) **FCC Licensing.** If the Non-Public Safety Subscriber requires additional FCC frequency licenses in excess of the existing Radio Communications System licenses in order to use the Radio Communications System, then the Non-Public Safety Subscriber shall obtain and maintain any and all such additional licenses. The Non-Public Safety Subscriber shall be responsible for any such costs.

6. Maintenance and Upgrades.

(a) **Equipment.** The Non-Public Safety Subscriber shall be responsible for maintaining, repairing, and upgrading its Equipment in accordance with the manufacturer's specifications, and is responsible for all the costs associated with such maintenance, repair, and upgrade work. This subsection applies to, but is not limited to, programming, troubleshooting, route annual radio checkout, upgrading, repairing, and replacing the Non-Public Safety Subscriber's Equipment. JECSA shall not be responsible for the Non-Public Safety Subscriber's Equipment maintenance, repair, or upgrade work, and shall not be responsible for the associated costs.

(b) **Software.** The Non-Public Safety Subscriber shall be responsible for the maintenance, troubleshooting, and upgrading of the software in its Equipment, and is responsible for all the costs associated with such work. JECSA shall not be responsible for the Non-Public Safety Subscriber's software maintenance, troubleshooting, and repair work, and shall not be responsible for the associated costs.

(c) **System.** JECSA may from time to time upgrade or enhance the Radio Communications System. JECSA will endeavor to provide advanced notice of upgrades and enhancements. The Non-Public Safety Subscriber may need to upgrade its Radios in order to access the new features and functions, if any, provided by the Radio Communications System upgrades or enhancements. The Non-Public Safety Subscriber shall be solely responsible for all costs, if any, necessary to upgrade its Radios or otherwise make use of the Radio Communications System

upgrades or enhancements.

7. Support.

(a) Support Provided. Due to the unlimited variation and complexity of potential problems, JECSA does not guarantee the resolution of any technical problem that may arise under this Agreement. Upon notification of a problem event, JECSA will attempt to dispatch technical support, provide troubleshooting efforts, and engage in post-problem follow up, including discovery and suggested preventative measures. JECSA does not guarantee the availability of such support services.

(b) Reporting Requirements. The Non-Public Safety Subscriber shall maintain a list of staff members authorized to contact JECSA for support. This list shall be periodically updated and disseminated to JECSA. The Non-Public Safety Subscriber shall report a problem to JECSA only after making every reasonable effort to determine that the problem resides with the Radio Communications System. When requesting support, the Non-Public Safety Subscriber shall note the problem severity based on the following guidelines:

- Level 1: A critical application or function is inoperable.
- Level 2: Some aspects of a critical application or function are hindered or inoperable.
- Level 3: A non-critical application or function is hindered or inoperable.

8. Fees and Expenses.

(a) Non-Public Safety Governmental Subscriber Fees. Non-Public Safety Governmental Subscribers shall pay a one-time set-up and initiation fee of two hundred dollars (\$200) and an annual fee of seventy-five dollars (\$75) per device to JECSA for access to the Radio Communications System under the terms of this Agreement.

(b) Non-Public Safety Private Subscriber Fees. Non-Public Safety Private Subscribers shall pay a one-time set-up and initiation fee of two hundred dollars (\$200) and an annual fee of one hundred fifty dollars (\$150) per device to JECSA for access to the Radio Communications System under the terms of this Agreement.

(c) Proration. Any fees due for a partial year shall be prorated based on actual use.

(d) Expense Reimbursement. The Non-Public Safety Subscriber shall reimburse JECSA the entire cost of the direct expenses incurred on behalf of the Non-Public Safety Subscriber pursuant to Sections 5 and 6. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

9. Records. Each party shall maintain all records associated with this Agreement, including but not limited to accounts, financial records, technical records, research, and reports, for the periods required by law or, if not otherwise required by law, for the periods set forth in accordance with their respective records retention schedules.

10. Indemnification. The Non-Public Safety Subscriber shall indemnify, hold harmless, and defend JECSA against any and all demands, claims, damages, losses, liabilities, and legal fees arising out of, connected with, or related to any property damage or bodily injury caused by the Non-Public Safety Subscriber's negligent act or omission. The provisions of this section shall survive the termination of this Agreement.

11. Waiver of Damages; Limitation of Liability. The Non-Public Safety Subscriber hereby waives and releases any and all potential claims against JECSA for special, consequential, incidental, indirect, or exemplary damages resulting from a breach of contract, warranty, tort (including negligence or infringement), strict liability, or otherwise. The total liability of JECSA for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability, or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement shall not exceed the fees set forth in subsections 8(a) and 8(b) of this Agreement. The provisions of this section shall survive the termination of this Agreement.

Comment [JS2]: This language will be changed by JECSA members.

12. Insurance.

(a) Property Insurance. The Non-Public Safety Subscriber shall purchase property insurance for its Equipment at replacement cost. The Non-Public Safety Subscriber waives all rights against JECSA and its officers, directors, employees, and agents for loss or damage covered by any property insurance required by this subsection 12(a).

(b) Comprehensive General Liability Insurance. The Non-Public Safety Subscriber shall purchase and maintain comprehensive general liability insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. JECSA shall be listed as an additional insured on the comprehensive general liability insurance.

(c) Insurance. The Non-Public Safety Subscriber shall have the option to satisfy the insurance requirements set forth in Sections 12(a) and 12(b) of this Agreement by purchasing insurance, declaring the Non-Public Safety Subscriber is self-insured, entering into a risk-sharing agreement or non-insurance risk pool, or otherwise providing similar insurance coverage.

(d) Non-Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Exhibit E shall be attached to the Non-Public Safety Subscriber's comprehensive general liability insurance policy or related agreement.

13. General.

(a) Entire Agreement; Termination of Other Agreements. This Agreement constitutes the entire agreement and understanding of the parties hereto concerning the subject matter hereof from and after the date of this Agreement. This Agreement shall supersede any other prior negotiations, discussions, writings, agreements, or understandings, both written and oral, between the parties with respect to such subject matter.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(c) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(d) Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) Notices. All notices to or demands upon JECSA or the Non-Public Safety Subscriber desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following address; or at such other address as the party may theretofore have designated by written notice to the other party:

To _____:

Attn.:

To JECSA: Joint Emergency Communications Services Association
Attn: Interim Executive Director Tom Jones
4529 Melrose Avenue
Iowa City, IA 52246

Copy to: Jeff Stone
Simmons Perrine Moyer Bergman PLC
115 Third Street SE, Suite 1200
Cedar Rapids, IA 52401-1266

The effective date of such notice will be three days after delivery of the same to the United States Postal Service.

(f) Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

APPROVALS

JECSA

[Name]

[Name]

[Title]

Date: _____

[Title]

Date: _____

Jeffrey A. Stone

From: Kelley, Michael [mkelle10@harris.com]
Sent: Tuesday, September 21, 2010 11:20 AM
To: Jeffrey A. Stone; Tom Jones
Subject: Testing status

Jeff and Tom,

I just wanted to provide an update on where we are in the testing process.

We had hoped to have the BER testing completed yesterday but due to some hardware issues (test equipment not P25 system) the BER testing will be completed this Friday. With this in mind and not wanting to impact the start of the 30-day reliability testing we will also do the intrusive parts of the ATP (Acceptance Test Plan) the end of this week while Elert is there. The rest of the ATP will probably be completed after the 30-day test (take about a week).

The 30-day reliability test will start on the 27th as planned with radios being handed out to the test users that day. The 30-day test will be conducted 27 September – 26 October. During the 30-day test we will also do the Circuit Merit (CM) voice quality testing. This is where a couple teams check the in-building coverage of a predetermined list of buildings.

So if everything goes as planned during the week of 27 October or, hopefully worst case, the week of 4 November the ATP can be completed and the system accepted. At that time the remaining mobile radios will be installed in those vehicles that couldn't be done until acceptance because they are not keeping the old legacy mobile radio.

If you have any questions please feel free to contact me.

Kind regards,

Mike Kelley, PMP

Senior Project Manager

Harris Corporation, RF Communications

221 Jefferson Ridge Parkway

Lynchburg, VA 24501

Office: (434) 455-9313

Mobile (domestic): (434) 258-1465

Mobile (GSM international): (434) 258-2785

FAX: (434) 455-6819

Email: michael.kelley10@harris.com