

Joint Emergency Communications Services Association Policy Board
Friday, June 7, 2013 – 7:30 a.m.
Joint Emergency Communications Center
4529 Melrose Avenue
Iowa City, Iowa

AGENDA

1. Call to order; recognize alternates.
2. Action to approve the minutes of the March 22, 2013 Policy Board meeting.
3. Comments from public.
4. Executive Director's Report/Update.
5. Discussion item: Revised Emergency Communications Services Agreement
6. Discussion item: JECC Road Sign
7. Other business.
8. 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 and Nine Months Ended
March 31, 2013 and 2012

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 statements 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, 2013 and 2012, 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 pages 5 through 7, 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.

Iowa City, Iowa

May 31, 2013

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

As of March 31, 2013 and 2012

ASSETS	<u>March 31, 2013</u>	<u>March 31, 2012</u>
Current Assets:		
Checking	\$ 549,665.31	\$ 1,558,779.59
Accounts Receivable	6,225.00	-
Prepaid Insurance	79,740.59	77,966.02
Prepaid Rent	4,008.09	3,938.88
Prepaid Software License	-	1,872.00
Employee Advances Receivable	189.87	-
Prepaid Maintenance Contracts	115,998.88	2,192.57
Total Current Assets	<u>755,827.74</u>	<u>1,644,749.06</u>
Property, Plant and Equipment		
Land	50,125.00	50,125.00
Building	5,296,989.09	5,296,989.09
Equipment	14,532,095.83	14,519,486.20
Total Property, Plant and Equipment Cost	<u>19,879,209.92</u>	<u>19,866,600.29</u>
Less: Accumulated Depreciation	<u>(5,625,016.39)</u>	<u>(3,576,829.00)</u>
Net Property Plant and Equipment	<u>14,254,193.53</u>	<u>16,289,771.29</u>
Total Assets	<u><u>\$ 15,010,021.27</u></u>	<u><u>\$ 17,934,520.35</u></u>

See accountant's compilation report.

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

As of March 31, 2013 and 2012

LIABILITIES	<u>March 31, 2013</u>	<u>March 31, 2012</u>
Current Liabilities:		
Accounts Payable	\$ -	\$ 242,606.72
Credit Cards Payable	575.79	248.26
Accrued Expenses	74,842.28	97,108.29
Payroll Taxes and Other Withholding Payable	11,077.08	6,146.00
IPERS Payable	17,431.17	17,820.24
Paid Time Off Accrued	70,367.84	76,141.82
COPS Technology Grant Liability	-	2,195.06
Total Current Liabilities	<u>174,294.16</u>	<u>442,266.39</u>
Long Term Liabilities:		
Equipment Lease Payable	<u>11,706.85</u>	<u>-</u>
Total Liabilities	<u>186,001.01</u>	<u>442,266.39</u>
NET ASSETS		
Net Assets	<u>14,824,020.26</u>	<u>17,492,253.96</u>
Total Net Assets and Liabilities	<u>\$ 15,010,021.27</u>	<u>\$ 17,934,520.35</u>

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION OF JOHNSON COUNTY
STATEMENTS OF ACTIVITIES
One and Nine Months Ended March 31, 2013 and 2012**

	Mar '13	July '12 - Mar '13	Mar '12	July '11 - Mar '12
Operations Budget Levy Proceeds	\$ -	\$ 1,707,459.00	\$ -	\$ 1,405,850.00
Operating Expenses:				
Salaries and Wages	126,367.25	1,236,119.69	147,875.48	1,274,267.46
Benefits	62,248.05	560,501.55	65,435.88	539,021.20
Wage Reimbursement	-	(299.92)	-	-
Maintenance and Repair Services	51,266.96	430,216.52	49,974.37	309,463.22
Miscellaneous Contractual Services	4,330.54	83,847.34	7,443.10	82,391.95
Commodities-Supplies/Materials	733.60	20,366.38	5,860.67	19,710.22
Utilities	4,043.34	34,072.05	3,769.29	34,385.60
Travel and Training	616.68	7,535.07	152.93	5,920.91
Telecommunications	2,358.52	80,225.70	3,542.50	74,649.65
Postage & Mailing Services	-	180.65	-	282.13
Annual Maintenance	327.50	8,874.03	4,316.03	34,490.25
Rental and Leases	1,888.26	21,573.41	2,654.70	23,447.52
Capital Outlay	-	57,241.91	528.00	72,673.81
Total Operating Expenses	<u>254,180.70</u>	<u>2,540,454.38</u>	<u>291,552.95</u>	<u>2,470,703.92</u>
Net Operating Income	(254,180.70)	(832,995.38)	(291,552.95)	(1,064,853.92)
Interest Income	154.41	1,729.02	373.90	3,779.55
Pop Fund Revenue	33.60	132.70	27.05	79.75
COPS Technology Grant Received	-	-	-	21,585.05
COPS Technology Grant Expenses	-	-	-	(21,585.05)
Net COPS Technology Grant	-	-	-	-
Equipment Sale Proceeds	-	942.50	-	1,020.00
Excess Flex Withholding	-	179.87	-	-
Non-PS Radio System Fees	-	10,650.00	500.00	2,925.00
Miscellaneous Revenue - Other	-	420.80	-	-
Lease Finance Charges	(25.51)	(113.00)	-	-
Depreciation Expense	(170,804.88)	(1,536,403.39)	(170,594.67)	(1,535,352.00)
Total Non-Operating Revenue	<u>(170,642.38)</u>	<u>(1,522,461.50)</u>	<u>(169,693.72)</u>	<u>(1,527,547.70)</u>
Change in Net Assets	<u>\$ (424,823.08)</u>	<u>\$ (2,355,456.88)</u>	<u>\$ (461,246.67)</u>	<u>\$ (2,592,401.62)</u>

See accountant's compilation report.

SUPPLEMENTARY INFORMATION

JOINT EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION OF JOHNSON COUNTY
Schedule I - Budgetary Comparison
Period Ending March 31, 2013

	GAAP	GAAP to Budget	Actual	Budget	Variance (\$)	% of Budget
Revenues:						
Operations Levy Proceeds	1,707,459.00	-	\$ 1,707,459.00	\$ 3,161,961.00	(1,454,502.00)	54.0%
Non-public safety	-			2,150.00	(2,150.00)	0.0%
Operating Expenses:						
Salaries and Wages						
Salaried Employees	154,984.14		\$ 154,984.14	288,000.00	(133,015.86)	53.8%
Office Assistant	3,542.00		3,542.00	-	3,542.00	
Dispatchers - Full-time	929,365.32		929,365.32	1,282,922.00	(353,556.68)	72.4%
Dispatchers - Part-time	64,220.86		64,220.86	39,104.00	25,116.86	164.2%
Overtime	84,007.37		84,007.37	91,824.00	(7,816.63)	91.5%
Total Salaries and Wages	1,236,119.69		1,236,119.69	1,701,850.00	(465,730.31)	72.6%
Benefits						
Group Life	1,478.91		1,478.91	3,300.00	(1,821.09)	44.8%
IPERS Retirement System	106,046.06		106,046.06	139,400.00	(33,353.94)	76.1%
Social Security	92,171.92		92,171.92	131,293.00	(39,121.08)	70.2%
State Unemployment Expense	4,214.45		4,214.45	9,250.00	(5,035.55)	45.6%
Health Insurance	310,753.46		310,753.46	456,422.00	(145,668.54)	68.1%
Dental Insurance	19,732.27		19,732.27	22,864.00	(3,131.73)	86.3%
Flex Spending	593.32		593.32	675.00	(81.68)	87.9%
Long-Term Disability	2,279.66		2,279.66	3,500.00	(1,220.34)	65.1%
Vision Insurance	1,088.84		1,088.84	2,833.00	(1,744.16)	38.4%
Workers Compensation	5,911.50	(4,657.50)	1,254.00	4,500.00	(3,246.00)	27.9%
Cellular Phone Reimbursements	1,680.00		1,680.00	3,840.00	(2,160.00)	43.8%
Mgmt Fees & Self Funded Health	13,451.16		13,451.16	71,750.00	(58,298.84)	18.7%
Employee Assistance Program	875.00		875.00	900.00	(25.00)	97.2%
Benefits - Other	225.00		225.00	-	225.00	
Total Benefits	560,501.55	(4,657.50)	555,844.05	850,527.00	(294,682.95)	65.4%
Wage Reimbursement	(299.92)		(299.92)	-	(299.92)	
Maintenance and Repair Services						
Software	-		-	7,800.00	(7,800.00)	0.0%
Hardware	4,945.68		4,945.68	5,500.00	(554.32)	89.9%
Building	2,412.75		2,412.75	5,000.00	(2,587.25)	48.3%
Grounds	6,831.00		6,831.00	12,900.00	(6,069.00)	53.0%
Janitorial Services	9,450.00		9,450.00	12,600.00	(3,150.00)	75.0%
Mechanical	-		-	1,500.00	(1,500.00)	0.0%
Tower Site Maintenance	725.00		725.00	3,400.00	(2,675.00)	21.3%
Harris Radio System Maintenance	235,216.80	(235,216.80)	-	-	-	
Harris Mobile & Port. Maint	17,126.03	(17,126.03)	-	-	-	
Harris Mobile & Port. Pre Maint	20,381.00	(20,381.00)	-	-	-	
Harris FX Software Services	61,875.00	(61,875.00)	-	-	-	
Paging, fire alerting & NetCloc	52,489.29	(52,489.29)	-	-	-	
Interop Equipment	800.00		800.00	-	800.00	
Emerson UPS & Liebert Cooling	17,963.97		17,963.97	17,100.00	863.97	105.1%
S2HID Card and OnSSI Security	-		-	9,053.00	(9,053.00)	0.0%
Viper 911 System	-		-	28,925.00	(28,925.00)	0.0%
Total Maintenance and Repair	430,216.52	(387,088.12)	43,128.40	103,778.00	(60,649.60)	41.6%
Miscellaneous Contractual Services						
NCC Group Software Escrow	2,200.00		2,200.00	2,200.00	-	100.0%
Software Purchases	58.80		58.80	5,000.00	(4,941.20)	1.2%
Refuse Disposal Service	740.88		740.88	1,000.00	(259.12)	74.1%
Pest Control Service	450.00		450.00	600.00	(150.00)	75.0%
Fire Extinguishers	2,050.00		2,050.00	2,550.00	(500.00)	80.4%
Consultant and Legal Services	7,105.10		7,105.10	45,000.00	(37,894.90)	15.8%
Accounting	3,823.75		3,823.75	35,500.00	(31,676.25)	10.8%
HR Services	-		-	10,000.00	(10,000.00)	0.0%
Audit	10,500.00		10,500.00	15,000.00	(4,500.00)	70.0%
Insurance - Property	12,357.00	4,682.00	17,039.00	14,963.00	2,076.00	113.9%
Insurance - General Liability	8,265.69	3,687.31	11,953.00	10,605.00	1,348.00	112.7%
Insurance - Public Officials	1,084.50	2,125.50	3,210.00	1,313.00	1,897.00	244.5%
Insurance - Law Enforce Liab	3,593.25	(383.25)	3,210.00	4,883.00	(1,673.00)	65.7%
Insurance - Umbrella	3,581.32	1,361.68	4,943.00	4,883.00	60.00	101.2%
Code Red	28,000.00		28,000.00	28,000.00	-	100.0%
Foreign Language Service	37.05		37.05	-	37.05	
Total Misc. Contractual Services	83,847.34	11,473.24	95,320.58	181,497.00	(86,176.42)	52.5%

See accountant's compilation report.

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

**Schedule I - Budgetary Comparison
Period Ending March 31, 2013**

	<u>GAAP</u>	<u>GAAP to Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Commodities-Supplies/Materials						
Office Supplies	1,980.09		1,980.09	10,000.00	(8,019.91)	19.8%
Books & Publications	1,575.00		1,575.00	1,500.00	75.00	105.0%
Subscriptions	4,093.89		4,093.89	5,700.00	(1,606.11)	71.8%
Minor Equipment/Tools	2,889.75		2,889.75	3,500.00	(610.25)	82.6%
Building M&R Materials	1,294.75		1,294.75	2,500.00	(1,205.25)	51.8%
Electrical M&R Materials	823.33		823.33	1,000.00	(176.67)	82.3%
Mechanical M&R	3,711.59		3,711.59	3,000.00	711.59	123.7%
Com. M&R Parts	2,561.16		2,561.16	2,500.00	61.16	102.4%
IT M&R	1,436.82		1,436.82	7,500.00	(6,063.18)	19.2%
Gas/Diesel Private Co.	-		-	500.00	(500.00)	0.0%
Total Commodities-Supplies/Material	20,366.38		20,366.38	37,700.00	(17,333.62)	54.0%
Utilities						
Electricity - JECC	18,762.78		18,762.78	30,000.00	(11,237.22)	62.5%
Water & Sewer	559.18		559.18	850.00	(290.82)	65.8%
Electricity - IP Tower	2,990.80		2,990.80	4,500.00	(1,509.20)	66.5%
Electricity - Stutzman Tower	2,976.52		2,976.52	5,000.00	(2,023.48)	59.5%
Electricity - Plotz Tower	2,932.92		2,932.92	5,100.00	(2,167.08)	57.5%
Electricity - Oakdale	3,271.55		3,271.55	5,800.00	(2,528.45)	56.4%
Electricity - Solon Tower	2,578.30		2,578.30	4,400.00	(1,821.70)	58.6%
Total Utilities	34,072.05		34,072.05	55,650.00	(21,577.95)	61.2%
Travel and Training						
Meals/Lodging Expenses	2,769.37		2,769.37	3,000.00	(230.63)	92.3%
Training, Conferences, Travel	3,654.96		3,654.96	15,000.00	(11,345.04)	24.4%
Mileage	1,110.74		1,110.74	1,500.00	(389.26)	74.0%
Travel and Training	7,535.07		7,535.07	19,500.00	(11,964.93)	38.6%
Telecommunications						
PRI Circuit-Iowa Telecom	7,133.97		7,133.97	10,000.00	(2,866.03)	71.3%
Long Distance-Iowa Telecom	1,603.89		1,603.89	2,500.00	(896.11)	64.2%
Internet-Iowa Telecom	12,099.48	(636.81)	11,462.67	15,246.00	(3,783.33)	75.2%
State IOWA/NCIC Connection	59,388.36		59,388.36	81,444.00	(22,055.64)	72.9%
Total Telecommunications	80,225.70	(636.81)	79,588.89	109,190.00	(29,601.11)	72.9%
Postage & Mailing Services						
	180.65		180.65	1,000.00	(819.35)	18.1%
Annual Maintenance						
JECC Website Renewal	-		-	50.00	(50.00)	0.0%
Viper 911 Router Maintenance	-		-	500.00	(500.00)	0.0%
DeskPro Ticketing Software	-		-	95.00	(95.00)	0.0%
ShoreTel Annual Maintenance	1,915.03	2,014.97	3,930.00	7,000.00	(3,070.00)	56.1%
Sonic Wall Firewall	1,700.00		1,700.00	2,000.00	(300.00)	85.0%
SPAM Filter Software	-		-	99.00	(99.00)	0.0%
Antivirus Software	722.00		722.00	2,500.00	(1,778.00)	28.9%
Backup Software	4,537.00	(1,248.00)	3,289.00	5,000.00	(1,711.00)	65.8%
Digicert SSL Certificate	-		-	250.00	(250.00)	0.0%
Network Monitoring Software	-		-	125.00	(125.00)	0.0%
Total Annual Maintenance	8,874.03	766.97	9,641.00	17,619.00	(7,978.00)	54.7%
Rental and Leases						
Equipment Lease/Dispatch Copier	431.68		431.68	3,500.00	(3,068.32)	12.3%
Equipment Lease w/ Cost Share	1,064.67		1,064.67	2,700.00	(1,635.33)	39.4%
Solon Tower Site Lease	16,198.02		16,198.02	21,600.00	(5,401.98)	75.0%
Property Taxes - Tower Sites	504.00		504.00	-	504.00	
Plotz Tower Site Lease	1,500.03	(1,500.03)	-	2,600.00	(2,600.00)	0.0%
Lone Tree Tower Lease	1,875.01	624.99	2,500.00	3,000.00	(500.00)	83.3%
Total Rental and Leases	21,573.41	(875.04)	20,698.37	33,400.00	(12,701.63)	62.0%
Capital Outlay						
Software	-		-	6,000.00	(6,000.00)	0.0%
Portable Radios	38,662.91		38,662.91	33,000.00	5,662.91	117.2%
DPS Backup PSAP	1,056.00		1,056.00		1,056.00	
UPS Battery Replacements	17,523.00		17,523.00	11,250.00	6,273.00	155.8%
Total Capital Outlay	57,241.91		57,241.91	50,250.00	6,991.91	113.9%
Total Operating Expenses	2,540,454.38	(381,017.26)	2,159,437.12	3,161,961.00	(1,002,523.88)	68.3%
Net Operating Income	(832,995.38)	381,017.26	(451,978.12)	2,150.00	(454,128.12)	-2102.2%

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION OF JOHNSON COUNTY
Schedule I - Budgetary Comparison
Period Ending March 31, 2013**

	<u>GAAP</u>	<u>GAAP to Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Non-Operating Revenue						
Interest Income	1,729.02		1,729.02	-	1,729.02	
Pop Fund Revenue	132.70		132.70	-	132.70	
Equipment Sale Proceeds	942.50		942.50	-	942.50	
Excess Flex Withholding Revenue	179.87		179.87	-	179.87	
Non-PS Radio System Fees	10,650.00		10,650.00	-	10,650.00	
Miscellaneous Revenue - Other	420.80		420.80	-	420.80	
Lease Finance Charges	(113.00)		(113.00)	-	(113.00)	
Depreciation Expense	(1,536,403.39)		(1,536,403.39)	-	(1,536,403.39)	
					-	
Change in Net Assets	<u>\$ (2,355,456.88)</u>	<u>\$ 381,017.26</u>	<u>\$ (1,974,439.62)</u>	<u>\$ 2,150.00</u>	<u>\$ (1,976,589.62)</u>	
A	(4,657.50)		9 months amortization of workers comp insurance paid 5/18/12 (through 05/31/13)			
	(235,216.80)		9 months amortization of radio system maintenance contract			
	(17,126.03)		3 months amortization of portable & mobile maintenance			
	(20,381.00)		Preventative maintenance budgeted in prior year			
	(61,875.00)		9 months amortization of FX Sums Service			
	<u>(52,489.29)</u>		9 months amortization of paging, fire alerting & netloc contract			
B	<u>(387,088.12)</u>					
C	11,473.24		9 months amortization of AW Welt Ambrisco policy paid 3/6/12 (April '12 - May 13) less premium paid 3/22/13			
D	(636.81)		Internet paid in June for July service			
	2,014.97		6 months amortization of Shoretel maintenance 1/15/13 payment (1/11/13 to 1/11/14)			
	<u>(1,248.00)</u>		Amortization of CDW backup software prepaid maintenance			
E	<u>766.97</u>					
	-		July 2012 rent paid 6/25/12 less Apr 2013 rent paid Mar 2013			
	(1,500.03)		9 months amortization of Plotz Lease paid 5/29/12 (through 6/30/13)			
	624.99		1/22/13 payment less 9 months amortization of Lone Tree lease			
F	<u>(875.04)</u>					

See accountant's compilation report.

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

Compiled Financial Statements

One and Ten Months Ended
April 30, 2013 and 2012

Prepared by:

Latta, Harris, Hanon & Penningroth, L.L.P.
2730 Naples Avenue SW, Suite 101
Iowa City, Iowa 52240

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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 statements of net assets and the statements of activities of Joint Emergency Communications Services Association of Johnson County, as of and for the one and ten months ended April 30, 2013 and 2012, 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 pages 5 through 7, 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.

Iowa City, Iowa

May 31, 2013

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

As of April 30, 2013 and 2012

ASSETS	<u>April 30, 2013</u>	<u>April 30, 2012</u>
Current Assets:		
Checking	\$ 1,545,328.53	\$ 2,154,002.19
Accounts Receivable	6,225.00	-
Prepaid Insurance	75,860.17	73,197.91
Prepaid Rent	1,833.31	1,833.33
Prepaid Software License	-	1,664.00
Employee Advances Receivable	168.77	-
Prepaid Maintenance Contracts	<u>69,529.40</u>	<u>1,827.14</u>
Total Current Assets	1,698,945.18	2,232,524.57
Property, Plant and Equipment		
Land	50,125.00	50,125.00
Building	5,296,989.09	5,296,989.09
Equipment	<u>14,532,095.83</u>	<u>14,519,486.20</u>
Total Property, Plant and Equipment Cost	19,879,209.92	19,866,600.29
Less: Accumulated Depreciation	<u>(5,795,821.27)</u>	<u>(3,747,423.67)</u>
Net Property Plant and Equipment	<u>14,083,388.65</u>	<u>16,119,176.62</u>
Total Assets	<u><u>\$ 15,782,333.83</u></u>	<u><u>\$ 18,351,701.19</u></u>

See accountant's compilation report.

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

As of April 30, 2013 and 2012

LIABILITIES	<u>April 30, 2013</u>	<u>April 30, 2012</u>
Current Liabilities:		
Accounts Payable	\$ -	\$ 282,814.36
Credit Cards Payable	2,088.33	1,875.90
Accrued Expenses	85,700.62	89,998.51
Payroll Taxes and Other Withholding Payable	8,248.56	9,270.41
IPERS Payable	17,323.38	16,078.88
Paid Time Off Accrued	65,744.14	65,033.17
Total Current Liabilities	<u>179,105.03</u>	<u>465,071.23</u>
Long Term Liabilities:		
Equipment Lease Payable	<u>11,454.79</u>	<u>-</u>
Total Liabilities	<u>190,559.82</u>	<u>465,071.23</u>
NET ASSETS		
Net Assets	<u>15,591,774.01</u>	<u>17,886,629.96</u>
Total Net Assets and Liabilities	<u>\$ 15,782,333.83</u>	<u>\$ 18,351,701.19</u>

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION OF JOHNSON COUNTY
STATEMENTS OF ACTIVITIES
One and Ten Months Ended April 30, 2013 and 2012**

	<u>April '13</u>	<u>July '12 - April '13</u>	<u>April '12</u>	<u>July '11 - April '12</u>
Operations Budget Levy Proceeds	\$ 1,201,545.00	\$ 2,909,004.00	\$ 1,043,714.00	\$ 2,449,564.00
Operating Expenses:				
Salaries and Wages	124,596.19	1,360,715.88	113,614.08	1,387,881.54
Benefits	62,349.52	622,851.07	62,247.93	601,269.13
Wage Reimbursement	-	(299.92)	-	-
Maintenance and Repair Services	57,536.48	487,753.00	40,702.93	350,166.15
Miscellaneous Contractual Services	4,042.92	87,890.26	13,731.29	96,123.24
Commodities-Supplies/Materials	2,722.07	23,088.45	2,452.58	22,162.80
Utilities	3,901.91	37,973.96	4,008.95	38,394.55
Travel and Training	2,536.55	10,071.62	640.00	6,560.91
Telecommunications	2,353.83	82,579.53	8,276.71	82,926.36
Postage & Mailing Services	46.00	226.65	-	282.13
Other Charges	-	-	2,240.00	2,240.00
Annual Maintenance	1,095.48	9,969.51	1,021.43	35,511.68
Rental and Leases	1,865.10	23,438.51	2,719.37	26,166.89
Capital Outlay	-	57,241.91	227,788.19	300,462.00
Total Operating Expenses	<u>263,046.05</u>	<u>2,803,500.43</u>	<u>479,443.46</u>	<u>2,950,147.38</u>
Net Operating Income	938,498.95	105,503.57	564,270.54	(500,583.38)
Interest Income	201.26	1,930.28	384.65	4,164.20
Pop Fund Revenue	(116.61)	16.09	(34.52)	45.23
COPS Technology Grant Received	-	-	2,195.06	23,780.11
COPS Technology Grant Expenses	-	-	(2,195.06)	(23,780.11)
Net COPS Technology Grant	-	-	-	-
Equipment Sale Proceeds	-	942.50	350.00	1,370.00
Excess Flex Withholding	-	179.87	-	-
Non-PS Radio System Fees	-	10,650.00	-	2,925.00
Miscellaneous Revenue - Other	-	420.80	-	-
Lease Finance Charges	(24.97)	(137.97)	-	-
Depreciation Expense	(170,804.88)	(1,707,208.27)	(170,594.67)	(1,705,946.67)
Total Non-Operating Revenue	<u>(170,745.20)</u>	<u>(1,693,206.70)</u>	<u>(169,894.54)</u>	<u>(1,697,442.24)</u>
Change in Net Assets	<u>\$ 767,753.75</u>	<u>\$ (1,587,703.13)</u>	<u>\$ 394,376.00</u>	<u>\$ (2,198,025.62)</u>

See accountant's compilation report.

SUPPLEMENTARY INFORMATION

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

**Schedule I - Budgetary Comparison
Period Ending April 30, 2013**

	<u>GAAP</u>	<u>GAAP to Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Revenues:						
Operations Levy Proceeds	2,909,004.00	-	\$ 2,909,004.00	\$ 3,161,961.00	(252,957.00)	92.0%
Non-public safety	-			2,150.00	(2,150.00)	0.0%
Operating Expenses:						
Salaries and Wages						
Salaried Employees	170,035.90		\$ 170,035.90	288,000.00	(117,964.10)	59.0%
Office Assistant	4,422.00		4,422.00	-	4,422.00	
Dispatchers - Full-time	1,026,910.91		1,026,910.91	1,282,922.00	(256,011.09)	80.0%
Dispatchers - Part-time	69,370.61		69,370.61	39,104.00	30,266.61	177.4%
Overtime	89,976.46		89,976.46	91,824.00	(1,847.54)	98.0%
Total Salaries and Wages	1,360,715.88		1,360,715.88	1,701,850.00	(341,134.12)	80.0%
Benefits						
Group Life	1,647.87		1,647.87	3,300.00	(1,652.13)	49.9%
IPERS Retirement System	117,249.37		117,249.37	139,400.00	(22,150.63)	84.1%
Social Security	101,875.74		101,875.74	131,293.00	(29,417.26)	77.6%
State Unemployment Expense	5,293.45		5,293.45	9,250.00	(3,956.55)	57.2%
Health Insurance	344,445.90		344,445.90	456,422.00	(111,976.10)	75.5%
Dental Insurance	21,825.14		21,825.14	22,864.00	(1,038.86)	95.5%
Flex Spending	728.32		728.32	675.00	53.32	107.9%
Long-Term Disability	2,541.01		2,541.01	3,500.00	(958.99)	72.6%
Vision Insurance	1,170.60		1,170.60	2,833.00	(1,662.40)	41.3%
Workers Compensation	6,429.00	(5,175.00)	1,254.00	4,500.00	(3,246.00)	27.9%
Cellular Phone Reimbursements	2,020.00		2,020.00	3,840.00	(1,820.00)	52.6%
Mgmt Fees & Self Funded Health	16,524.67		16,524.67	71,750.00	(55,225.33)	23.0%
Employee Assistance Program	875.00		875.00	900.00	(25.00)	97.2%
Benefits - Other	225.00		225.00	-	225.00	
Total Benefits	622,851.07	(5,175.00) A	617,676.07	850,527.00	(232,850.93)	72.6%
Wage Reimbursement	(299.92)		(299.92)	-	(299.92)	
Maintenance and Repair Services						
Software	4,550.00		4,550.00	7,800.00	(3,250.00)	58.3%
Hardware	4,945.68		4,945.68	5,500.00	(554.32)	89.9%
Building	2,412.75		2,412.75	5,000.00	(2,587.25)	48.3%
Grounds	7,939.00		7,939.00	12,900.00	(4,961.00)	61.5%
Janitorial Services	10,500.00		10,500.00	12,600.00	(2,100.00)	83.3%
Mechanical	-		-	1,500.00	(1,500.00)	0.0%
Tower Site Maintenance	5,411.50		5,411.50	3,400.00	2,011.50	159.2%
Harris Radio System Maintenance	261,732.10	(261,732.10)	-	-	-	
Harris Mobile & Port. Maint	23,976.45	(23,976.45)	-	-	-	
Harris Mobile & Port. Pre Maint	20,381.00	(20,381.00)	-	-	-	
Harris FX Software Services	68,750.00	(68,750.00)	-	-	-	
Paging, fire alerting & NetCloc	58,390.55	(58,390.55)	-	-	-	
Interop Equipment	800.00		800.00	-	800.00	
Emerson UPS & Liebert Cooling	17,963.97		17,963.97	17,100.00	863.97	105.1%
S2HID Card and OnSSI Security	-		-	9,053.00	(9,053.00)	0.0%
Viper 911 System	-		-	28,925.00	(28,925.00)	0.0%
Total Maintenance and Repair	487,753.00	(433,230.10) B	54,522.90	103,778.00	(49,255.10)	52.5%
Miscellaneous Contractual Services						
NCC Group Software Escrow	2,200.00		2,200.00	2,200.00	-	100.0%
Software Purchases	58.80		58.80	5,000.00	(4,941.20)	1.2%
Refuse Disposal Service	770.88		770.88	1,000.00	(229.12)	77.1%
Pest Control Service	500.00		500.00	600.00	(100.00)	83.3%
Fire Extinguishers	2,050.00		2,050.00	2,550.00	(500.00)	80.4%
Consultant and Legal Services	7,705.10		7,705.10	45,000.00	(37,294.90)	17.1%
Accounting	3,823.75		3,823.75	35,500.00	(31,676.25)	10.8%
HR Services	-		-	10,000.00	(10,000.00)	0.0%
Audit	10,500.00		10,500.00	15,000.00	(4,500.00)	70.0%
Insurance - Property	13,776.92	3,262.08	17,039.00	14,963.00	2,076.00	113.9%
Insurance - General Liability	9,261.77	2,691.23	11,953.00	10,605.00	1,348.00	112.7%
Insurance - Public Officials	1,352.00	1,858.00	3,210.00	1,313.00	1,897.00	244.5%
Insurance - Law Enforce Liab	3,860.75	(650.75)	3,210.00	4,883.00	(1,673.00)	65.7%
Insurance - Umbrella	3,993.24	949.76	4,943.00	4,883.00	60.00	101.2%
Code Red	28,000.00		28,000.00	28,000.00	-	100.0%
Foreign Language Service	37.05		37.05	-	37.05	
Total Misc. Contractual Services	87,890.26	8,110.32 C	96,000.58	181,497.00	(85,496.42)	52.9%

See accountant's compilation report.

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

**Schedule I - Budgetary Comparison
Period Ending April 30, 2013**

	<u>GAAP</u>	<u>GAAP to Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Commodities-Supplies/Materials						
Office Supplies	2,623.20		2,623.20	10,000.00	(7,376.80)	26.2%
Books & Publications	1,575.00		1,575.00	1,500.00	75.00	105.0%
Subscriptions	4,153.89		4,153.89	5,700.00	(1,546.11)	72.9%
Minor Equipment/Tools	2,889.75		2,889.75	3,500.00	(610.25)	82.6%
Building M&R Materials	1,294.75		1,294.75	2,500.00	(1,205.25)	51.8%
Electrical M&R Materials	823.33		823.33	1,000.00	(176.67)	82.3%
Mechanical M&R	3,870.63		3,870.63	3,000.00	870.63	129.0%
Com. M&R Parts	2,671.16		2,671.16	2,500.00	171.16	106.8%
IT M&R	3,186.74		3,186.74	7,500.00	(4,313.26)	42.5%
Gas/Diesel Private Co.	-		-	500.00	(500.00)	0.0%
Total Commodities-Supplies/Material	23,088.45		23,088.45	37,700.00	(14,611.55)	61.2%
Utilities						
Electricity - JECC	20,845.25		20,845.25	30,000.00	(9,154.75)	69.5%
Water & Sewer	700.50		700.50	850.00	(149.50)	82.4%
Electricity - IP Tower	3,647.29		3,647.29	4,500.00	(852.71)	81.1%
Electricity - Stutzman Tower	3,293.04		3,293.04	5,000.00	(1,706.96)	65.9%
Electricity - Plotz Tower	3,266.40		3,266.40	5,100.00	(1,833.60)	64.0%
Electricity - Oakdale	3,643.18		3,643.18	5,800.00	(2,156.82)	62.8%
Electricity - Solon Tower	2,578.30		2,578.30	4,400.00	(1,821.70)	58.6%
Total Utilities	37,973.96		37,973.96	55,650.00	(17,676.04)	68.2%
Travel and Training						
Meals/Lodging Expenses	4,091.68		4,091.68	3,000.00	1,091.68	136.4%
Training, Conferences, Travel	3,772.58		3,772.58	15,000.00	(11,227.42)	25.2%
Mileage	2,207.36		2,207.36	1,500.00	707.36	147.2%
Travel and Training	10,071.62		10,071.62	19,500.00	(9,428.38)	51.6%
Telecommunications						
PRI Circuit-Iowa Telecom	8,005.82		8,005.82	10,000.00	(1,994.18)	80.1%
Long Distance-Iowa Telecom	1,812.24		1,812.24	2,500.00	(687.76)	72.5%
Internet-Iowa Telecom	13,373.11	(636.81)	12,736.30	15,246.00	(2,509.70)	83.5%
State IOWA/NCIC Connection	59,388.36		59,388.36	81,444.00	(22,055.64)	72.9%
Total Telecommunications	82,579.53	(636.81)	81,942.72	109,190.00	(27,247.28)	75.0%
Postage & Mailing Services						
	226.65		226.65	1,000.00	(773.35)	22.7%
Annual Maintenance						
JECC Website Renewal	71.88		71.88	50.00	21.88	143.8%
Viper 911 Router Maintenance	-		-	500.00	(500.00)	0.0%
DeskPro Ticketing Software	600.00		600.00	95.00	505.00	631.6%
ShoreTel Annual Maintenance	2,242.53	1,687.47	3,930.00	7,000.00	(3,070.00)	56.1%
Sonic Wall Firewall	1,700.00		1,700.00	2,000.00	(300.00)	85.0%
SPAM Filter Software	96.10		96.10	99.00	(2.90)	97.1%
Antivirus Software	722.00		722.00	2,500.00	(1,778.00)	28.9%
Backup Software	4,537.00	(1,248.00)	3,289.00	5,000.00	(1,711.00)	65.8%
Digicert SSL Certificate	-		-	250.00	(250.00)	0.0%
Network Monitoring Software	-		-	125.00	(125.00)	0.0%
Total Annual Maintenance	9,969.51	439.47	10,408.98	17,619.00	(7,210.02)	59.1%
Rental and Leases						
Equipment Lease/Dispatch Copier	458.01		458.01	3,500.00	(3,041.99)	13.1%
Equipment Lease w/ Cost Share	728.66		728.66	2,700.00	(1,971.34)	27.0%
Solon Tower Site Lease	17,997.80	(1,799.78)	16,198.02	21,600.00	(5,401.98)	75.0%
Property Taxes - Tower Sites	504.00		504.00	-	504.00	
Plotz Tower Site Lease	1,666.70	(1,666.70)	-	2,600.00	(2,600.00)	0.0%
Lone Tree Tower Lease	2,083.34	416.66	2,500.00	3,000.00	(500.00)	83.3%
Total Rental and Leases	23,438.51	(3,049.82)	20,388.69	33,400.00	(13,011.31)	61.0%
Capital Outlay						
Software	-		-	6,000.00	(6,000.00)	0.0%
Portable Radios	38,662.91		38,662.91	33,000.00	5,662.91	117.2%
DPS Backup PSAP	1,056.00		1,056.00		1,056.00	
UPS Battery Replacements	17,523.00		17,523.00	11,250.00	6,273.00	155.8%
Total Capital Outlay	57,241.91		57,241.91	50,250.00	6,991.91	113.9%
Total Operating Expenses	2,803,500.43	(433,541.94)	2,369,958.49	3,161,961.00	(792,002.51)	75.0%
Net Operating Income	105,503.57	433,541.94	539,045.51	2,150.00	536,895.51	25071.9%

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION OF JOHNSON COUNTY
Schedule I - Budgetary Comparison
Period Ending April 30, 2013**

	<u>GAAP</u>	<u>GAAP to Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Non-Operating Revenue						
Interest Income	1,930.28		1,930.28	-	1,930.28	
Pop Fund Revenue	16.09		16.09	-	16.09	
Equipment Sale Proceeds	942.50		942.50	-	942.50	
Excess Flex Withholding Revenue	179.87		179.87	-	179.87	
Non-PS Radio System Fees	10,650.00		10,650.00	-	10,650.00	
Miscellaneous Revenue - Other	420.80		420.80	-	420.80	
Lease Finance Charges	(137.97)		(137.97)	-	(137.97)	
Depreciation Expense	(1,707,208.27)		(1,707,208.27)	-	(1,707,208.27)	
					-	
Change in Net Assets	<u>\$ (1,587,703.13)</u>	<u>\$ 433,541.94</u>	<u>\$ (1,154,161.19)</u>	<u>\$ 2,150.00</u>	<u>\$ (1,156,311.19)</u>	
A	(5,175.00)		10 months amortization of workers comp insurance paid 5/18/12 (through 05/31/13)			
	(261,732.10)		10 months amortization of radio system maintenance contract			
	(23,976.45)		4 months amortization of portable & mobile maintenance			
	(20,381.00)		Preventative maintenance budgeted in prior year			
	(68,750.00)		10 months amortization of FX Sums Service			
	<u>(58,390.55)</u>		10 months amortization of paging, fire alerting & netloc contract			
B	<u>(433,230.10)</u>					
C	8,110.32		10 months amortization of AW Welt Ambrisco policy paid 3/6/12 (April '12 - May 13') less premium paid 3/22/13			
D	(636.81)		Internet paid in June for July service			
	1,687.47		7 months amortization of Shoretel maintenance 1/15/13 payment (1/11/13 to 1/11/14)			
	<u>(1,248.00)</u>		Amortization of CDW Government backup software prepaid maintenance			
E	<u>439.47</u>					
	(1,799.78)		July 2012 rent paid 6/25/12			
	(1,666.70)		10 months amortization of Plotz Lease paid 5/29/12 (through 6/30/13)			
	416.66		1/22/13 payment less 10 months amortization of Lone Tree lease			
F	<u>(3,049.82)</u>					

See accountant's compilation report.

April and May 2013 Disbursements

VENDOR	AMOUNT	PURPOSE	DATE APPROVED
Advantage Administrators	\$0.10	Employee benefit	2-Apr-13
City of Iowa City	\$68.91	Water, sewer utilities	
Simmons Pirrine Law Firm	\$600.00	Legal work regarding employment matters	
Nick Trenary	\$80.00	Expense Report - phone reimbursement	
Kathy Hoskins	\$42.27	Expense Report - mileage to accountant and postage	
Eye Med	\$195.04	Employee benefit - vision insurance	
Hills Bank and Trust - Visa	\$575.79	Visa Bill	
US Bank	\$277.03	Copier Lease (1/2 paid by EMA)	
Larew Kuper Co	\$131.50	Repairs to urinals	
Office Elements	\$13.14	Office Supplies	
Office Elements	\$333.58	Toner for printers	
Linn County REC	\$333.48	Plotz Tower Site Electricity	
Linn County REC	\$315.52	210th St Tower Site Electricity	
Linn County REC	\$371.63	Oakdale Blvd. Tower Site Electricity	
Tri State Tower Inc	\$3,800.00	Final settlement pmt. For work on tower sites	9-Apr-13
MidAmerican	\$2,082.47	Electricity charges for JECC	
Debbie Klein expense report	\$117.62	car rental and fuel for APCO Conference 4/2/13	
Koch Brothers	\$26.33	Dispatch copier lease usage	
Advantage Administrators	\$1,082.75	Employee benefit	
Advantage Administrators	\$50.80	Employee Benefit	
Melissa Kumle-Hammes	\$136.56	Mileage & Meals to conference	15-Apr-13
Lori Snider	\$137.86	Mileage to and from conference	
Dawn Miller	\$126.56	Mileage to and from conference	
Annie McCreedy	\$136.56	Mileage and meals to conference	
General Pest Control	\$50.00	Pest Control	
Advantage Administrators	\$1,355.07	Employee Benefit - self-funded health and management fees	
NAED	\$60.00	Two Retestings for EMD	
MidAmerican	\$340.97	420th St. Tower Site	
REC Eastern Light & Power Coop	\$316.52	Angle Road Tower Site	
Advantage Administrators	\$57.00	Health and Dependent care fees, employee benefit	

ABC Disposal	\$30.00	Recycling extra pickup	
Wellmark	\$35,827.41	Employee Health Insurance premiums	17-Apr-13
Delta Dental	\$2,092.87	Employee Dental Insurance premiums	
Windstream	\$1,273.63	Monthly internet expenses	23-Apr-13
Windstream	\$208.35	Monthly long distance expenses	
Windstream	\$871.85	Monthly PRI Circuit expenses	
Martin's Yardsmart	\$500.00	Snow removal and ice control	
Martin's Yardsmart	\$248.00	Fertilizer and crab grass preventer	
Kelly Jehle	\$270.72	Expense report for training, meals and mileage	
Advantage Administrators	\$147.00	Self-funded management fees	
Sun Life Assurance	\$860.62	Life and Disability Insurance	
Chatham Oaks, Inc	\$360.00	Snow Removal	
Office Elements	\$100.50	Office supplies, Paper	
Racom Corp	\$110.00	Communications maintenance and repairs	
Brian Romanowski - Expense Rep	\$233.86	Travel and Meals for Training	30-Apr-13
Johnny Platt - Expense Report	\$118.00	Meals for Training in Des Moines	
Brandon Siggins - Expense Report	\$46.56	Mileage and cell phone expenses	
Kathy Hoskins - Expense Report	\$80.04	Mileage to accountant and postage expense	
Nick Trenary	\$83.96	Mileage and phone reimbursement	
Tom Jones	\$251.77	Mileage to meetings, phone reimbursement	
Advantage Administrators	\$380.79	Employee Self-funded health plan	
LADCO Heating-Air Conditioning	\$528.00	Filters, fan blower control, repairs	
LADCO Heating-Air Conditioning	\$358.50	Shop Consumables	
CDW-G	\$4,550.00	Lefthand Annual Maintenance	
CDW-G	\$389.92	NAS01 Annual Maintenance	
CDW-G	\$1,360.00	VmHosts Annual Maintenance	
City of Iowa City	\$72.41	Water and Sewer Expense for JECC	
SourceOne	\$1,050.00	Janitorial Services for April	

MEETING MINUTES

Joint Emergency Communications Services Association of Johnson County Policy Board
Friday, March 22, 2013, at 7:30 a.m.
4529 Melrose Avenue, Iowa City, Iowa
Policy Board Conference Room

DIRECTORS PRESENT:	Coralville:	John Lundell
	North Liberty:	Tom Salm
	Iowa City:	Tom Markus; Michelle Payne
	Johnson County:	Janelle Rettig; Terrance Neuzil
	Johnson County EMA:	Don Saxton

1. Call to order; recognize alternates.

Tom Salm called the meeting to order. Iowa City, Councilwoman Michelle Payne was recognized as an alternate for Susan Mims. Terrance Neuzil was recognized as an alternate for Lonny Pulkrabek; Don Saxton was present for Dave Wilson. Also present were Jeff Stone, JECSA Attorney; and Michael Podliska from Anderson Larkin & Co. P.C. (Auditors).

2. Action to approve minutes of the January 25, 2013, Policy Board Meetings.

Lundell moved to approve the minutes and Payne made a second to this motion. Markus abstained. Motion passed 6-0.

3. Comments from the public.

No public present.

4. Executive Director's Report/Update.

Jones reported that the UPS had failed last night, March 21, 2013, and JECC was without power for approximately 15 minutes. He indicated it is very rare for the system to go down with 2 UPS's at the same time. A technician was able to get one of the UPS's back online and parts were being shipped today to get the second unit back online. Both Jones and Trenary were on site immediately after the power failure. Jones gave an update on radio system upgrade that Harris has been onsite for one week at a time for the last three months.

On March 1, 2013 the Corridor Business Journal on behalf of the Eastern Iowa Green Building Council sent a letter to the JECC announcing they wanted to present an award for their LEED certification at their annual symposium in April. Jones will be attending the symposium and accepting the award on behalf of JECSA.

Lundell again asked about the road sign status on Melrose Avenue and Jones responded he will check on it again.

5. Discussion item: Anderson Larkin & Co., PC, to present financial audit from Fiscal Year 2012.

Michael Podliska from Anderson Larkin went over the results of the fiscal year 2012 audit with the policy board. He referred to certain pages of the audit during his presentation. The auditor pointed out that JECSA's main source of revenue comes from property taxes and the main expenses are payroll, depreciation and contract work.

One main finding in the audit was a lack of segregation of duties. Jones pointed out that this has been addressed by the hiring of a part-time office assistant, having the chairperson approve bills before payment. Rettig suggested the same be done for payroll and also that this procedure should be typed out.

6. Discussion and update on additional insurance coverage options.

Jones presented the board with information that he had gathered regarding the purchase of additional insurance coverage for employee dishonestly/theft that was recommended by the policy board at their November meeting. Jones stated the auditor recommended a \$100,000 policy based on JECSA's exposure and JECSA's insurance representative recommended a \$500,000 policy. Rettig made a motion, second by Markus to purchase the \$100,000 policy and re-evaluate the coverage as needed in the future. Motion carried.

7. Other business.

Salm indicated he had been called by a press representative stating an anonymous caller had heard that Tom Jones had been fired. Salm told the press this was incorrect. Rettig also mentioned she had been called, but referred them to either Tom Jones or Tom Salm. This is what protocol should be followed.

8. Consider a Motion to adjourn the meeting.

Saxton motioned for adjournment, second by Neuzil. Motion carried. Meeting adjourned at 8:10 a.m.



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

To: JECSA Policy Board Members
From: Tom Jones
Date: June 4, 2013
RE: Director's Report

Here is my update on the activities from April and May. On April 3rd Nick and I attended the Iowa APCO Conference in Des Moines. The featured speaker was the dispatch supervisor from Newtown, Connecticut and she spoke about how the communications center operated during that tragic incident. The following week I attended Alice Training that was held at the JECC-EMA facility. Attending both of these classes was useful in the development and updating of our current policies and procedures as they relate to active shooter incidents.

On April 10th, the JECC was recognized by the Eastern Iowa Green Building council at Hotel Kirkwood for our Gold Certification that we achieved in 2012. I accepted the certificate on JECSA's behalf. The JECC was also recognized in the Corridor Business Journal. I have included a copy of the recognition certificate in the packet.

On April 30th, we participated in the re-accreditation audit for the Iowa City Fire Department. The audit went very well and they were given a positive recommendation.

During the month of April we also verified some damage that had occurred to some of our equipment on one of our co-located towers. A vendor that was doing some work on another antenna on the tower did some damage to our equipment. We contacted the company and their insurance provider and our equipment is scheduled to be repaired on June 12th.

The Joint Emergency Communications Center entered into a new service agreement with WENS to provide Reverse 911 and emergency Notifications to the public effective July 1st. This new service will replace Code Red. We were able to bring in other agencies including Iowa County to our contract to help reduce our overall price. This will bring a significant savings to the JECC annually.

In May we had our IPERS compliance audit and there were no issues found. This audit will occur approximately every 3 years.

On May 23rd, I met with the Deputy Director of Emergency Medical Services from Ulaanbaatar, Mongolia about 911 and emergency communications. This visit was coordinated through the University of Iowa and the United States Department.

I received our rates for Dental and Health insurance for fiscal year 2014. Our Delta Dental rates stayed the same and there was no increase. Our Wellmark health insurance rates increased by 10.04% for fiscal year 2014. We budgeted for a 15% increase, so we will be good for fiscal year 2014. There were no changes to our Long Term Disability or Vision plans since we were under contract through 2014.



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

Agenda Item #6

In your packets are both a clean and track-changes versions of the Public Safety and Non-Public Safety Subscriber agreements. These agreements incorporate the changes that were approved at the November 16, 2012 policy board meeting. I have included below a summary of the changes that were approved.

Radios – Public Safety

Entities will purchase their own radios and maintain service agreements on them for 3 years. Starting year 4, JECSA will add the radios to their maintenance agreement and pay for that expense. The radios purchased must comply with model approved by JECSA.

Pagers

JECSA will issue the remaining pagers that they have on hand. Entities may purchase and maintain their own for a period of 3 years. At the end of 3 years, JECSA will decide if they are going to continue to maintain and support pagers. JECSA will be evaluating other methods of paging in the future.

CAD/AVL – Law Enforcement

JECSA will purchase CAD and AVL software at their contracted price, but will charge back the entity for that cost. The entity will maintain service agreements for 3 years and then starting year 4, JECSA will add the software to their existing maintenance agreements. THE CAD and AVL software purchased must be the same vendor that JECSA currently supports.

CAD/AVL – All Other

JECSA will purchase CAD and AVL software at their contracted price, but will charge back the entity for that cost. The entity will be required to maintain their own service agreements on the software to keep it on the same version that the JECC is supporting. The software will not be brought onto the JECC's maintenance agreement.

The United States Green Building Council, Iowa Chapter

and

The Corridor Business Journal

RECOGNIZE

Johnson County

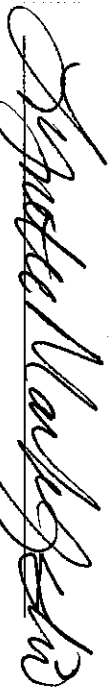
for

**EXCELLENCE IN
SUSTAINABLE BUILDING**

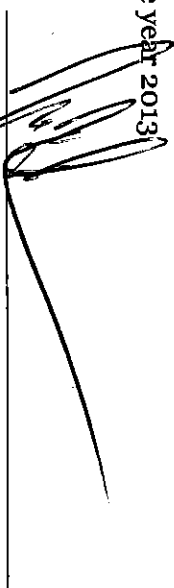
and achieving LEED Certification of

Joint Emergency Communications Center

presented this 10th day of April in the year 2013



Lynette Markofski, USGBC Eastern Iowa Branch



John Lohnman, Corridor Business Journal



SIMMONS PERRINE MOYER BERGMAN PLC

115 Third Street S.E., Suite 1200
Cedar Rapids, Iowa 52401-1266
Telephone: (319) 366-7641
Facsimile: (319) 366-1917

Executive Summary

TO: JECSA Policy Board
FROM: Jeff Stone
RE: First Superseding Emergency Communications Services Agreement
DATE: June 4, 2013

The packet includes both clean and track-changes versions of the Agreement and two exhibits: the Public Safety Subscribers Terms and Conditions and Non-Public Safety Subscribers Terms and Conditions. The other agreements (Hospital Subscriber Terms and Conditions and State Subscriber Terms and Conditions) are substantially identical, except for specific changes appropriate for hospitals and the State of Iowa.

The agreements were revised to accomplish certain goals: (1) eliminate private subscribers, (2) in the future, Public Safety Subscriber Agencies will purchase their own radios and pagers and reimburse JECSA for maintenance, repairs, and upgrades and AVL/CAD for new radios and pagers for thirty-six months, (3) JECSA will pay for maintenance, repairs, and upgrades for new radios and pagers after thirty-six months in operation, (4) JECSA will pay for AVL/CAD for new radios after thirty-six months in operation for law enforcement subscribers, (5) JECSA not pay for AVL/CAD for new radios after thirty-six months in operation for non-law enforcement subscribers and (6) JECSA will not provide a base package.

To limit the size of the packet, I haven't included the other exhibits, which the Policy Board previously approved. If you want a copy of these other exhibits, please let Tom or me know.

FIRST SUPERSEDING EMERGENCY COMMUNICATION SERVICES AGREEMENT

This First Superseding Emergency Communications Services Agreement (this "Agreement") is entered into as of _____, 2013, by and between the Joint Emergency Communication Services Association of Johnson County (the "JECSA") and _____ (the "Subscriber") and supersedes any prior Emergency Communication Services Agreement.

The following Exhibits are incorporated into and made a part of the Agreement:

- Exhibit A: Definitions (page _ of _, inclusive)
- Exhibit B: Public Safety Subscriber Terms and Conditions (page _ of _, inclusive)
- Exhibit C: Non-Public Safety Governmental Subscribers Terms and Conditions (page _ of _, inclusive)
- Exhibit D: Hospital Subscribers Terms and Conditions (page _ of _, inclusive)
- Exhibit E: State Subscribers Terms and Conditions (page _ of _, inclusive)
- Exhibit F: List of Approved Public Safety Radios (page _ of _, inclusive)
- Exhibit G: Radio and Pager Count (page _ of _, inclusive)
- Exhibit H: Insurance Requirements (page _ of _, inclusive)

This Agreement will continue between JECSA and the 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 Subscriber is in breach of any provision of this Agreement.

APPROVALS

JECSA

Subscriber

Tom Jones
Executive Director

Name: _____
Its: _____

Date: _____

Date: _____

Exhibit A: Definitions

The following terms 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.

“*Countywide Dispatch System*” means the countywide community law enforcement, fire, rescue, and emergency medical services dispatch service provided by JECSA.

“*Equipment*” means Accessories, Pagers, Mobiles, and Portables.

“*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 ___.

“*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.

“*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 ___.

“*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 __, 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 and Non-Public Safety Governmental Subscribers. An Agency Talkgroup is for use by one particular Public Safety Subscriber or Non-Public Safety Governmental Subscriber. A Talkgroup is used synonymously as “Channel.”

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

“User Advisory Committee” means the committee of representatives of select Public Safety Users that has no final decision making authority and provides advice to the Executive Director and Policy Board of JECSA.

Exhibit B: Public Safety Subscriber Terms and Conditions

1. Scope of JECSA Services.

(a) Access. The Subscriber shall be included within the Countywide Common Dispatch program implemented by JECSA. JECSA will provide the necessary equipment and access the Radio Communications System. JECSA will from time to time promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. JECSA will maintain the Radio Communications System in good working order and in compliance with all applicable laws, rules, and regulations.

(b) Priority. JECSA shall operate the Radio Communications System to provide priority to Public Safety Subscriber Agencies. 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/use.

(c) Coverage. JECSA does not guarantee the coverage of the Radio Communications System throughout Johnson County. The Radio Communications System was designed to provide both 95% reliability for Portables over 95% of Johnson County and a greater level of Portable coverage within the core area of Iowa City, Coralville, and the University of Iowa campus. JECSA intends to operate only seven repeater sites.

(d) Monitor. JECSA will have the right to monitor all Talkgroups to ensure appropriate use of the Radio Communications System.

(e) Authentication. Authentication is required to gain access to the Radio Communications System. JECSA sets all authentication rights and privileges.

(f) Standards. JECSA will follow Commission on Accreditation for Law Enforcement Agencies (“CALEA”), Commission on Fire Accreditation International (“CFAI”) standards, the National Fire Protection Association’s Standard 1221-Installation, Maintenance and Use of Emergency Services Communications Systems in the operation of the Radio Communications System.

(g) No Third-Party Beneficiary. Notwithstanding any other section of this Agreement, it is specifically agreed between JECSA and the Public Safety Subscriber Agency 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.

2. Equipment provided by JECSA.

(a) Rights. JECSA previously provided the Public Safety Subscriber Agency with the Equipment listed on Exhibit __. JECSA shall retain ownership of the Equipment provided by JECSA. The Public Safety Subscriber Agency has no ownership interest in the Equipment provided by JECSA. The Public Safety Subscriber Agency's only right is to possess and use the Equipment consistent with the Agreement, until such right is terminated by JECSA hereunder.

(b) Warranty. From the date on which the Public Safety Subscriber Agency begins to use the Radios for the Radios' intended purpose, the Radios are warranted by the vendor to be free from defects in material and workmanship and shall conform to the Contract specifications for a period of twenty-seven months. The warranty agreement is provided only by the vendor to JECSA.

(i) Remedy for Breach of Warranty. The sole and exclusive remedies under the warranty shall be dictated by the warranty agreement between the vendor and JECSA. JECSA shall provide Public Safety Subscriber Agency with necessary information regarding the procedure Public Safety Subscriber Agency must follow in order to make a claim under the warranty granted to JECSA.

(ii) Acts Voiding Warranty. The warranty does not cover any defect that results from (1) the User's improper storage or use, (2) installation or alternations performed by someone other than the Maintenance Providers, and (3) misuse, detrimental exposure, or accidents.

(c) Payment for AVL/CAD. JECSA shall pay for AVL/CAD software, licensing, or other services for the AVL/CAD for the Equipment provided by JECSA listed on Exhibit __. JECSA shall assume for AVL/CAD software, licensing, or other services for law enforcement subscribers for any Radios and Pagers purchased pursuant to paragraph 3(a) starting the thirty-seventh month the Radio or Pager is in operation.

3. Public Safety Subscriber Agency Obligations.

(a) Equipment not provided by JECSA. The Public Safety Subscriber Agency shall purchase any desired quantity of Equipment in excess of the Equipment listed on Exhibit __. The Public Safety Subscriber Agency shall retain ownership of the Equipment it purchases. JECSA has no ownership interest in the Equipment purchased by the Public Safety Subscriber Agency. The Public Safety Subscriber Agency shall be responsible for the expense of any Equipment purchased in excess of the Equipment listed on Exhibit __.

(b) Payment for AVL/CAD. The Public Safety Subscriber Agency shall reimburse JECSA for the expense for AVL and CAD software, licensing, or other services for the AVL or CAD options selected by the law enforcement Public Safety Subscriber Agencies for the first thirty-six months the Equipment is in operation. Non-law enforcement Public Safety Subscriber Agencies shall be responsible for the expense for AVL

and CAD software, licensing, or other services for the AVL or CAD. The Public Safety Subscriber shall reimburse JECSA the entire cost of the direct expenses incurred for AVL and CAD software, licensing, or other services for the AVL or CAD options selected. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

(c) **Accessories.** The Public Safety Subscriber Agency shall be responsible for the purchase of all Accessories, except for the Accessories previously provided by JECSA.

(d) **Responsibility for Users.** The Public Safety Subscriber Agency shall be responsible for its Users. The Public Safety Subscriber Agency and JECSA shall be responsible to discipline Users for violations of the rules.

(e) **Permissible and Impermissible Use of Equipment.** The Public Safety Subscriber Agency may use the Equipment only for public safety communications.

(f) **Rules.** The Public Safety Subscriber Agency and its Users shall comply with JECSA's System Management Requirements and other rules set forth by Policy Board. Additionally, the Public Safety Subscriber Agency and its Users shall follow the following 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, shall be adhered to at all times.

(ii) Proper FCC and JECSA radio protocol shall be followed at all times. For example, Users shall use clear text, not radio codes, and shall defer to emergency traffic and observe transmission breaks during lengthy traffic.

(iii) No commercial, personal, or non-public-safety related business may be conducted on the Radios.

(iv) The Radio Communications System shall be used for short term business communications among the Public Safety Subscriber Agencies. Long term communications should be avoided. Frivolous use of the communications channel, idle chatter, retransmission of commercial radio or television, or activation of the channel for a purpose other than voice traffic is not permitted.

(v) Patches shall not be established to the public telephone system by anyone other than a dispatcher with authority to do so.

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

(g) Damages. The Public Safety Subscriber Agency shall be responsible for all damages, losses, costs, or expenses resulting from its or its Users' (1) negligent acts or omissions related to the Equipment, (2) misuse or abuse of the Equipment, or (3) the improper storage of the Equipment.

(h) Confidentiality. The Public Safety Subscriber Agency and its Users shall maintain the confidentiality of communications over the Radio Communications System to whatever extent required by law.

(i) Reporting. The Public Safety Subscriber Agency and its Users shall first report any errors or other concerns to the User Advisory Committee.

(j) Future Requirements. The Public Safety Subscriber Agency 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.

4. Maintenance, Repairs, and Upgrades.

(a) Responsibility. JECSA shall administer and pay for the maintenance, repairs, and upgrades for the Radios and Pagers listed on Exhibit __. The Public Safety Subscriber Agency shall be financially responsible for the maintenance, repairs, and upgrades for any Radios and Pagers purchased pursuant to paragraph 3(a) for the first thirty-six months the Radio or Pager is in operation. JECSA shall administer the maintenance, repairs, and upgrades during this thirty-six month period and JECSA shall pay for the maintenance, repairs, and upgrades for any Radio or Pager purchased pursuant to paragraph 3(a) starting the thirty-seventh month the Radio or Pager is in operation. The Public Safety Subscriber Agency shall reimburse JECSA the entire cost of the direct expenses incurred on behalf of the Public Safety Subscriber Agency for the maintenance, repairs, and upgrades during this thirty-six month period. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

(b) Maintenance and Repair Work. JECSA will administer the maintenance and repairs for the Radios and Pagers. User shall return all Radios and Pagers to JECSA for maintenance. JECSA shall make arrangements with the Maintenance Providers for all maintenance and repair work.

(c) Routine Maintenance. JECSA shall administer the routine maintenance on all Radios and Pagers. JECSA shall perform preventative system maintenance and administration in accordance with the Maintenance Provider's recommendations.

(d) Non-Routine Maintenance. JECSA shall administer the non-routine maintenance on all Radios. In the event the non-routine maintenance or repairs resulted from damage to the Radio for which the Public Safety Subscriber Agency is responsible for under Section 5(d), the Public Safety Subscriber Agency shall reimburse

JECSA the cost for the non-routine maintenance.

(e) Alterations or Repairs. All Radio alterations and repairs shall be performed by JECSA or a Maintenance Provider. Unauthorized alterations or repairs may void the Radio warranty.

(f) Upgrades and Enhancements. JECSA shall evaluate equipment, hardware, and software replacements, updates, upgrades, and enhancements that will permit JECSA to better operate the Radio Communications System.

(g) Programming. JECSA has the sole and exclusive right to control Programming. The Public Safety Subscriber Agency agrees to execute any licenses or sublicenses JECSA may require with respect to the Programming.

5. Future Radio Allocation.

(a) Reallocation of Equipment. JECSA reserves the right to reallocate Equipment provided by JECSA among the Public Safety Subscriber Agencies at any time.

(b) Spares. JECSA shall maintain a limited inventory of spare Portables.

6. No Assumption of Liability. Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

7. Records. Each party shall maintain all records associated with this Agreement, including but not limited to accounts, financial and technical records, research, or 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.

8. Insurance.

(a) Property Insurance. The Public Safety Subscriber Agency shall purchase property insurance on a replacement cost basis for the Radios in the amounts set forth in Exhibit ___.

(b) Comprehensive General Liability Insurance. The Public Safety Subscriber Agency shall purchase and maintain comprehensive general liability insurance, or similar coverage, in an amount covering no less than \$1,000,000 for each occurrence and \$2,000,000 for the aggregate. JECSA shall be listed as an additional insured on the insurance.

(c) Insurance. The Public Safety Subscriber Agency shall have the

option to satisfy the insurance requirements set forth in Sections 10(a) and 10(b) of this Agreement by purchasing insurance, declaring the Public Safety Subscriber Agency 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 __ shall be attached to the Public Safety Subscriber Agency's comprehensive general liability insurance policy or related agreement.

9. 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 and 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 Public Safety Subscriber Agency 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:

To JECSA: Joint Emergency Communication Services Association

Attn: 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 being placed in the mail as described above.

(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.

Exhibit C: Non-Public Safety Governmental Subscriber Terms and Conditions

1. 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. 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.

(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.

2. 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) Payment for AVL/CAD. The Non-Public Safety Subscriber shall reimburse JECSA the entire cost of the direct expenses incurred on behalf of the Non-Public Safety Subscriber for AVL/CAD software, licensing, or other services for the AVL/CAD options selected by the Non-Public Safety Subscriber. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

(e) 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.

(f) 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.

(g) 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.

3. 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) 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 __. 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.

(c) 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.

(d) 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.

(e) 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.

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

(g) 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.

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

(c) 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.

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 __ 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.

FIRST SUPERSEDING EMERGENCY COMMUNICATION SERVICES AGREEMENT

This First Superseding Emergency Communications Services Agreement (this "Agreement") is entered into as of _____, 2013, by and between the Joint Emergency Communication Services Association of Johnson County (the "JECSA") and _____ (the "Subscriber") and supersedes any prior Emergency Communication Services Agreement.

The following Exhibits are incorporated into and made a part of the Agreement:

- Exhibit A: Definitions (page _ of _, inclusive)
- Exhibit B: Public Safety Subscriber Terms and Conditions (page _ of _, inclusive)
- Exhibit C: Non-Public Safety Governmental Subscribers Terms and Conditions (page _ of _, inclusive)
- Exhibit D: Hospital Subscribers Terms and Conditions (page _ of _, inclusive)
- Exhibit E: State Subscribers Terms and Conditions (page _ of _, inclusive)
- Exhibit F: List of Approved Public Safety Radios (page _ of _, inclusive)
- Exhibit G: Radio and Pager Count (page _ of _, inclusive)
- Exhibit H: Insurance Requirements (page _ of _, inclusive)

This Agreement will continue between JECSA and the 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 Subscriber is in breach of any provision of this Agreement.

APPROVALS

JECSA

Subscriber

Tom Jones
Executive Director

Name: _____
Its: _____

Date: _____

Date: _____

Exhibit A: Definitions

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The following terms 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.

“*Countywide Dispatch System*” means the countywide community law enforcement, fire, rescue, and emergency medical services dispatch service provided by JECSA.

“*Equipment*” means Accessories, Pagers, Mobiles, and Portables.

“*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 ___.

“*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.

“*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 ___.

Deleted: “*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. ¶
¶

“*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 __, 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 and Non-Public Safety Governmental Subscribers. An Agency Talkgroup is for use by one particular Public Safety Subscriber or Non-Public Safety Governmental Subscriber. A Talkgroup is used synonymously as “Channel.”

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

“*User Advisory Committee*” means the committee of representatives of select Public Safety Users that has no final decision making authority and provides advice to the Executive Director and Policy Board of JECSA.

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Exhibit B: Public Safety Subscriber Terms and Conditions

1. Scope of JECSA Services.

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(a) Access. The Subscriber shall be included within the Countywide Common Dispatch program implemented by JECSA. JECSA will provide the necessary equipment and access the Radio Communications System. JECSA will from time to time promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. JECSA will maintain the Radio Communications System in good working order and in compliance with all applicable laws, rules, and regulations.

(b) Priority. JECSA shall operate the Radio Communications System to provide priority to Public Safety Subscriber Agencies. 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/use.

(c) Coverage. JECSA does not guarantee the coverage of the Radio Communications System throughout Johnson County. The Radio Communications System was designed to provide both 95% reliability for Portables over 95% of Johnson County and a greater level of Portable coverage within the core area of Iowa City, Coralville, and the University of Iowa campus. JECSA intends to operate only seven repeater sites.

(d) Monitor. JECSA will have the right to monitor all Talkgroups to ensure appropriate use of the Radio Communications System.

(e) Authentication. Authentication is required to gain access to the Radio Communications System. JECSA sets all authentication rights and privileges.

(f) Standards. JECSA will follow Commission on Accreditation for Law Enforcement Agencies (“CALEA”), Commission on Fire Accreditation International (“CFAI”) standards, the National Fire Protection Association’s Standard 1221-Installation, Maintenance and Use of Emergency Services Communications Systems in the operation of the Radio Communications System.

(g) No Third-Party Beneficiary. Notwithstanding any other section of this Agreement, it is specifically agreed between JECSA and the Public Safety Subscriber Agency 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.

2. Equipment provided by JECSA.

(a) **Rights.** JECSA previously provided the Public Safety Subscriber Agency with the Equipment listed on Exhibit __. JECSA shall retain ownership of the Equipment provided by JECSA. The Public Safety Subscriber Agency has no ownership interest in the Equipment provided by JECSA. The Public Safety Subscriber Agency's only right is to possess and use the Equipment consistent with the Agreement, until such right is terminated by JECSA hereunder.

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(b) **Warranty.** From the date on which the Public Safety Subscriber Agency begins to use the Radios for the Radios' intended purpose, the Radios are warranted by the vendor to be free from defects in material and workmanship and shall conform to the Contract specifications for a period of twenty-seven months. The warranty agreement is provided only by the vendor to JECSA.

Deleted: <#>. Radios are the Exclusive Communications Device. Users may use the Radios to communicate on the Radio Communications System. Users may not use any radio or other communication device other than the Radios to communicate using the Radio Communications System. Users release and waive any and all claims to use radios or other communication devices other than the Radios on the Radio Communications System. ¶

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(i) **Remedy for Breach of Warranty.** The sole and exclusive remedies under the warranty shall be dictated by the warranty agreement between the vendor and JECSA. JECSA shall provide Public Safety Subscriber Agency with necessary information regarding the procedure Public Safety Subscriber Agency must follow in order to make a claim under the warranty granted to JECSA.

(ii) **Acts Voiding Warranty.** The warranty does not cover any defect that results from (1) the User's improper storage or use, (2) installation or alternations performed by someone other than the Maintenance Providers, and (3) misuse, detrimental exposure, or accidents.

(c) **Payment for AVL/CAD.** JECSA shall pay for AVL/CAD software, licensing, or other services for the AVL/CAD for the Equipment provided by JECSA listed on Exhibit __. JECSA shall assume for AVL/CAD software, licensing, or other services for law enforcement subscribers for any Radios and Pagers purchased pursuant to paragraph 3(a) starting the thirty-seventh month the Radio or Pager is in operation.

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3. **Public Safety Subscriber Agency Obligations.**

(a) **Equipment not provided by JECSA.** The Public Safety Subscriber Agency shall purchase any desired quantity of Equipment in excess of the Equipment listed on Exhibit __. The Public Safety Subscriber Agency shall retain ownership of the Equipment it purchases. JECSA has no ownership interest in the Equipment purchased by the Public Safety Subscriber Agency. The Public Safety Subscriber Agency shall be responsible for the expense of any Equipment purchased in excess of the Equipment listed on Exhibit __.

Deleted: The Public Safety Subscriber Agency shall be responsible for the expense of any Equipment purchased in excess of the Equipment listed on Exhibit __ and shall reimburse JECSA for the expense for AVL and CAD software, licensing, or other services for the AVL or CAD options selected by the Public Safety Subscriber Agency for the first thirty-six months the Equipment is in operation.

(b) **Payment for AVL/CAD.** The Public Safety Subscriber Agency shall reimburse JECSA for the expense for AVL and CAD software, licensing, or other services for the AVL or CAD options selected by the law enforcement Public Safety Subscriber Agencies for the first thirty-six months the Equipment is in operation. Non-law enforcement Public Safety Subscriber Agencies shall be responsible for the expense for AVL

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and CAD software, licensing, or other services for the AVL or CAD. The Public Safety Subscriber shall reimburse JECSA the entire cost of the direct expenses incurred for AVL and CAD software, licensing, or other services for the AVL or CAD options selected. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

(c) Accessories. The Public Safety Subscriber Agency shall be responsible for the purchase of all Accessories, except for the Accessories previously provided by JECSA.

(d) Responsibility for Users. The Public Safety Subscriber Agency shall be responsible for its Users. The Public Safety Subscriber Agency and JECSA shall be responsible to discipline Users for violations of the rules.

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(e) Permissible and Impermissible Use of Equipment. The Public Safety Subscriber Agency may use the Equipment only for public safety communications.

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(f) Rules. The Public Safety Subscriber Agency and its Users shall comply with JECSA's System Management Requirements and other rules set forth by Policy Board. Additionally, the Public Safety Subscriber Agency and its Users shall follow the following rules, which from time to time, may be amended by JECSA:

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(i) All federal, state, and local rules and regulations, including all FCC rules and regulations, shall be adhered to at all times.

(ii) Proper FCC and JECSA radio protocol shall be followed at all times. For example, Users shall use clear text, not radio codes, and shall defer to emergency traffic and observe transmission breaks during lengthy traffic.

(iii) No commercial, personal, or non-public-safety related business may be conducted on the Radios.

(iv) The Radio Communications System shall be used for short term business communications among the Public Safety Subscriber Agencies. Long term communications should be avoided. Frivolous use of the communications channel, idle chatter, retransmission of commercial radio or television, or activation of the channel for a purpose other than voice traffic is not permitted.

(v) Patches shall not be established to the public telephone system by anyone other than a dispatcher with authority to do so.

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

(g) Damages. The Public Safety Subscriber Agency shall be responsible for all damages, losses, costs, or expenses resulting from its or its Users' (1) negligent acts or omissions related to the Equipment, (2) misuse or abuse of the Equipment, or (3) the improper storage of the Equipment.

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(h) Confidentiality. The Public Safety Subscriber Agency and its Users shall maintain the confidentiality of communications over the Radio Communications System to whatever extent required by law.

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(i) Reporting. The Public Safety Subscriber Agency and its Users shall first report any errors or other concerns to the User Advisory Committee.

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(j) Future Requirements. The Public Safety Subscriber Agency 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.

4. Maintenance, Repairs, and Upgrades.

(a) Responsibility. JECSA shall administer and pay for the maintenance, repairs, and upgrades for the Radios and Pagers listed on Exhibit _____. The Public Safety Subscriber Agency shall be financially responsible for the maintenance, repairs, and upgrades for any Radios and Pagers purchased pursuant to paragraph 3(a) for the first thirty-six months the Radio or Pager is in operation. JECSA shall administer the maintenance, repairs, and upgrades during this thirty-six month period and JECSA shall pay for the maintenance, repairs, and upgrades for any Radio or Pager purchased pursuant to paragraph 3(a) starting the thirty-seventh month the Radio or Pager is in operation. The Public Safety Subscriber Agency shall reimburse JECSA the entire cost of the direct expenses incurred on behalf of the Public Safety Subscriber Agency for the maintenance, repairs, and upgrades during this thirty-six month period. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

(b) Maintenance and Repair Work. JECSA will administer the maintenance and repairs for the Radios and Pagers. User shall return all Radios and Pagers to JECSA for maintenance. JECSA shall make arrangements with the Maintenance Providers for all maintenance and repair work.

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(c) Routine Maintenance. JECSA shall administer the routine maintenance on all Radios and Pagers. JECSA shall perform preventative system maintenance and administration in accordance with the Maintenance Provider's recommendations.

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(d) Non-Routine Maintenance. JECSA shall administer the non-routine maintenance on all Radios. In the event the non-routine maintenance or repairs resulted from damage to the Radio for which the Public Safety Subscriber Agency is responsible for under Section 5(d), the Public Safety Subscriber Agency shall reimburse

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JECSA the cost for the non-routine maintenance.

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(e) Alterations or Repairs. All Radio alterations and repairs shall be performed by JECSA or a Maintenance Provider. Unauthorized alterations or repairs may void the Radio warranty.

(f) Upgrades and Enhancements. JECSA shall evaluate equipment, hardware, and software replacements, updates, upgrades, and enhancements that will permit JECSA to better operate the Radio Communications System.

(g) Programming. JECSA has the sole and exclusive right to control Programming. The Public Safety Subscriber Agency agrees to execute any licenses or sublicenses JECSA may require with respect to the Programming.

5. Future Radio Allocation.

(a) Reallocation of Equipment. JECSA reserves the right to reallocate Equipment provided by JECSA among the Public Safety Subscriber Agencies at any time.

Deleted: <#> . Future Purchases. The Public Safety Subscriber Agency may submit a request to JECSA for additional or replacement Equipment. The request must first be submitted to the User Advisory Committee. The User Advisory Committee will recommend approval or denial of the request in writing to the Policy Board, who will communicate their decision in writing to the requesting Public Safety Subscriber Agency. All requests submitted before October shall be considered for the following fiscal year. ¶

(b) Spares. JECSA shall maintain a limited inventory of spare Portables.

6. No Assumption of Liability. Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Deleted: <#> . Criteria. The following criteria will be used in evaluating requests for additional radios or the reallocation of radios: (1) use of radios; (2) number of public safety personnel; (3) number of public safety vehicles and seats/positions in public safety vehicles; and (4) number of incidents. ¶

7. Records. Each party shall maintain all records associated with this Agreement, including but not limited to accounts, financial and technical records, research, or 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.

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8. Insurance.

(a) Property Insurance. The Public Safety Subscriber Agency shall purchase property insurance on a replacement cost basis for the Radios in the amounts set forth in Exhibit .

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(b) Comprehensive General Liability Insurance. The Public Safety Subscriber Agency shall purchase and maintain comprehensive general liability insurance, or similar coverage, in an amount covering no less than \$1,000,000 for each occurrence and \$2,000,000 for the aggregate. JECSA shall be listed as an additional insured on the insurance.

(c) Insurance. The Public Safety Subscriber Agency shall have the

option to satisfy the insurance requirements set forth in Sections 10(a) and 10(b) of this Agreement by purchasing insurance, declaring the Public Safety Subscriber Agency 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 ___ shall be attached to the Public Safety Subscriber Agency's comprehensive general liability insurance policy or related agreement.

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9. 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 and 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 Public Safety Subscriber Agency 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:

To JECSA: Joint Emergency Communication Services Association

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Attn: 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 being placed in the mail as described above.

(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.

Exhibit C: Non-Public Safety Governmental Subscriber Terms and Conditions

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1. 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. 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.

Deleted: and Non-Public Safety Private Subscribers

(d) Coverage. JECSA does not guarantee the coverage of the Radio Communications System throughout Johnson County.

Deleted: 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.

2. 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) Payment for AVL/CAD. The Non-Public Safety Subscriber shall reimburse JECSA the entire cost of the direct expenses incurred on behalf of the Non-Public Safety Subscriber for AVL/CAD software, licensing, or other services for the AVL/CAD options selected by the Non-Public Safety Subscriber. The reimbursement shall be for one-hundred percent of the expense without any associated mark-ups.

(e) 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.

(f) 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.

(g) 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.

3. 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) **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.

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Deleted: 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.

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(c) **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.

(d) **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.

(e) **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.

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

(g) **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.

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

(c) 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.

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).

Deleted: 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) .
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(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 shall be attached to the Non-Public Safety Subscriber's comprehensive general liability insurance policy or related agreement.

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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.



Joint Emergency Communications Center
(JECC-EMA) 4529 Melrose Avenue

MELROSE AVE

An aerial photograph showing a street intersection. A red line runs diagonally across the image. The street is labeled 'MELROSE AVE'. Below the street, there is a parking lot with several cars and a house with the number '4515'. A scale bar in the bottom left corner indicates 50 meters.

4515

50 m