

MUSCATINE COUNTY JOINT COMMUNICATIONS

AMENDED AGREEMENT UNDER CHAPTER 28E, CODE OF IOWA

1. PURPOSE AND SCOPE. This agreement is entered into by the City of Muscatine, Iowa and Muscatine County, Iowa. The purpose of this agreement is to amend the 28E agreement between the City of Muscatine and Muscatine County originally entered into on April 28, 2004 and amended on June 15, 2009. This agreement shall provide for a revised organizational structure of the Muscatine County Joint Communications (MUSCOM). MUSCOM shall provide to all residents of Muscatine County emergency communication services, and establish an efficient, centralized, standardized and interoperable communications system designed to meet current, accepted and recommended national standards, to enhance the protection of persons and property within the county and surrounding communities. The area served shall include property and persons both within and without corporate boundaries of cities within Muscatine County and any other area deemed necessary to serve.
2. DURATION. This agreement shall be in perpetual effect unless terminated in the manner described below.
3. ENTITY CREATED. This agreement does not create a new legal entity separate from the legal entity which already exists under the 28E agreement described in paragraph 1.
4. GOVERNANCE. The Muscatine County Joint Communications Commission (MCJCC) shall be responsible for the overall governance and fiscal Management of MUSCOM. The MUSCOM User Group shall manage the day-to-day operations and communications policies of the dispatch center. The specific duties of each board shall be as described below.
The MCJCC board of directors shall have five voting members. There will be two members of the Muscatine County Board of Supervisors (neither of whom shall be the supervisor who serves on the EMC board), two members of the Muscatine City Council, and one member from either the West Liberty or Wilton City Council. The member from either West Liberty or Wilton shall serve a two year term. Upon completion of the two year term the position shall be filled by a council member from the other city. The initial two year term shall be filled by a council member from **West Liberty**. The chair and

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The commission shall appoint a secretary at the first commission meeting of each calendar year.

5. **COMPLIANCE WITH STATE STANDARDS.** MUSCOM will be subject to audit under the Muscatine County annual audit conducted by the ~~Office of State Auditor~~**auditing firm selected by the Muscatine County Board of Supervisors for auditing services.** The MCJCC shall adopt an Iowa-recognized communications interoperability standard or protocol.

6. **MUSCATINE COUNTY JOINT COMMUNICATIONS (MUSCOM) USER GROUP.** The User Group shall have seven members. The members will be the Muscatine County Sheriff, the Muscatine Police Chief, the Muscatine Fire Chief, the West Liberty Police Chief, Wilton Police Chief, the Emergency Management Director and a volunteer fire chief.

The volunteer fire chief shall serve a two year term. The volunteer fire chief will be appointed by the Muscatine Mutual Aid Association. The volunteer fire chief will be particularly responsible for soliciting the views and needs of all of the volunteer fire departments which serve Muscatine County.

The Muscatine County Sheriff and the Muscatine Police Chief shall alternate one year terms as chair of the committee.

The User Group shall provide advice to the MCJCC about how to best provide dispatch services and what the budgetary needs of MUSCOM are.

The members of the User Group may designate in writing a member of their department to be a proxy representative at any User Group meeting. Proxy representation will not be permitted for any meeting at which the User Group votes on a final budget recommendation to the MCJCC Board of Directors.

7. **EQUIPMENT.** MUSCOM will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, console control stations and console furniture, equipment, hardware or software associated with 911 communications, HVAC equipment located in the dispatch center, all radio and telephone recording equipment and systems, all equipment related to communication from the center to approved end-users to include but not limited to communications infrastructure, frequencies and licenses, tower sites and related equipment, internet connectivity, mobile data terminals, mobile radios, portable radios and paging systems. All communications equipment will be issued from MUSCOM to the approved end-user. End-users WILL be responsible for the purchase of mounting hardware for mobile radios and data terminals for their respective unique vehicles and applications. MUSCOM will not be responsible for the installation and/or repair/replacement of emergency lighting or vehicle video recording systems.

All radio equipment purchased will be public safety grade equipment that meets the P25 phase I and II national standards.

8. **MCJCC.** The meetings of both the MCJCC and the MUSCOM User Group are subject to the open meetings and public records requirements of Iowa Code Chapters 21 and 22 as well as any additional disclosure and meeting requirements of Chapter 28E.

The MCJCC shall meet at least twice per year. The User Group shall meet at least four times per year. Each board may convene at any other time necessary to conduct business.

The MCJCC may adopt rules for conducting business. The MCJCC shall establish policies for MUSCOM with the advice of the User Group. The MUSCOM User Group shall adopt a policy manual for MUSCOM operations.

The MCJCC will comply with accreditation guidelines or standard set forth by the accrediting agency for communications and operations for the Muscatine Police and Muscatine Fire departments.

9. **EMPLOYEES OF MUSCOM.** The MCJCC and the MUSCOM User Group shall select a Communications Manager to oversee the day-to-day function of MUSCOM. The Communications Manager shall be the first line supervisor of MUSCOM employees and shall have the authority to hire, fire, and discipline MUSCOM employees. The MCJCC

shall be the body to hear the appeal or review of any personnel action taken by the Communications Manager. The structure of the disciplinary process may be altered by the collective bargaining agreement entered into by the MCJCC.

The Communications Manager shall serve at the pleasure of the MCJCC. The MCJCC shall evaluate the performance of the Communications Manager on at least an annual basis. The User Group shall provide an annual performance review to the MCJCC regarding the performance of the Communications Manager.

The MCJCC, through its budget process, shall set the number of MUSCOM employees and the compensation structure for MUSCOM employees. The MCJCC shall establish personnel policies for MUSCOM with the advice of the User Group.

All MUSCOM employees shall abide by the political activity prohibitions set forth in Iowa Code § 29C.16.

MUSCOM shall defend, indemnify, and hold harmless all MUSCOM employees and the membership of the MCJCC and the MUSCOM User Group for any claim arising out of an alleged act or omission occurring within the scope of his or her duties.

10. **BUDGET AND FINANCE.** The parties enter into this 28E agreement contemplating that the Muscatine County Emergency Management Commission (EMC) shall assume responsibility to budget for dispatch and emergency communication services and equipment. During the preparation for a budget cycle, the MCJCC shall hold one or more public meetings to formulate a budget recommendation. The User Group will provide input into the budget. The MCJCC will transmit the budget to the EMC Board who, without modification, will include it in its budget transmitted to the County Board of Supervisors as provided by law. The County Board of Supervisors will then assign a levy amount to fund the approved budget.

Muscatine County shall provide the following ministerial services to MUSCOM: payroll and benefits administration; accounts receivable; and accounts payable.

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

- a. To sue and be sued.
- b. To acquire, hold, use and dispose of personal property for the purposes of MUSCOM.
- c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of MUSCOM, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of MUSCOM.
- d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
- e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of MUSCOM.
- j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of MUSCOM.
- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code for a system of budgeting, accounting, auditing and reporting of all MUSCOM funds and transactions.

1. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of MUSCOM.

The dispatch center shall be in a designated area, within the City of Muscatine Public Safety Building located at 312 East Fifth Street in Muscatine, Iowa. These premises, together with utility costs associated therewith, shall be considered a donation to the Commission by the City of Muscatine, the value of which services shall not be 'set off' against the financial obligation of the City under this agreement.

Notwithstanding any other provision of this agreement, the MCJCC will not change the physical location from which dispatch services are provided by MUSCOM without the consent of both the Muscatine County Board of Supervisors and Muscatine City Council.

12. **AMENDMENT, TERMINATION, AND WITHDRAWAL.** This 28E shall operate perpetually unless terminated by written notice from one party to another. Such written notice will not relieve either party from the financial obligation to maintain the operation of MUSCOM during the fiscal year in which notice of termination is given and for the fiscal year beginning the following July 1 if notice is given after April 1. In the event of termination of this agreement all participants in MUSCOM will retain any property they have purchased for communication services or that has been allocated to their respective departments.
13. **APPROVAL AND EFFECTIVE DATE.** This 28E agreement shall be presented to the Muscatine County Board of Supervisors and Muscatine City Council for approval. This agreement may be signed in counterparts by the representatives of each party as provided in the instruments of approval. This 28E agreement will become effective when approved by both parties.

Should this agreement be approved prior to July 1, 2015, all provisions of this agreement which call for a two year term shall be interpreted to include the time period between the effective date and July 1, 2015, and the two year term shall be deemed to end on June 30, 2017.

14. **INTERPRETATION, ENFORCEMENT, AND SEVERABILITY.** This agreement shall be interpreted to harmonize it with the various provisions of Iowa Code which govern the powers, duties, and rights of political subdivisions. This agreement is intended to allocate

powers, duties, and rights among and between its parties and is not intended to create any rights in third parties. Should a court or administrative agency of competent jurisdiction later determine that any portion of this agreement is invalid or void the remainder of the agreement shall have full effect.

MUSCATINE COUNTY

Kas Kelly, Chair
Board of Supervisors

Date: _____

Attest:

Leslie Soule, County Auditor

CITY OF MUSCATINE

DeWayne Hopkins, Mayor

Date: _____

Attest:

Gregg Mandsager, City Administrator

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~~The police chief of either West Liberty or Wilton and the volunteer fire chief shall serve a two year term. The Muscatine County Board of Supervisors shall select by lot whether the chief from West Liberty or Wilton shall serve the initial two year term.~~ The volunteer fire chief will be appointed by the Muscatine Mutual Aid Association. The volunteer fire chief will be particularly responsible for soliciting the views and needs of all of the volunteer fire departments which serve Muscatine County.

The Muscatine County Sheriff and the Muscatine Police Chief shall alternate one year terms as chair of the committee.

The User Group shall provide advice to the MCJCC about how to best provide dispatch services and what the budgetary needs of MUSCOM are.

The members of the User Group may designate in writing a member of their department to be a proxy representative at any User Group meeting. Proxy representation will not be permitted for any meeting at which the User Group votes on a final budget recommendation to the MCJCC Board of Directors.

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basis. The User Group shall provide an **annual performance review input** to the MCJCC regarding the performance of the Communications Manager.

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and use the same, and to dispose of property so acquired no longer necessary for the purposes of MUSCOM.

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- e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of MUSCOM.
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Date: _____

Attest:

Gregg Mandsager, City Administrator