



CITY OF INDIANOLA COUNCIL STUDY MEETING

December 18, 2023

6:00 PM

City Council Chambers

110 N 1st St., Indianola, IA

Agenda

- 1. Discussion regarding the proposed Kentucky Ridge Development.**
- 2. Discussion regarding an agreement for the Warren County Joint Communications Center**
 - A. Proposed Agreement
- 3. Discussion and direction regarding new and amended policies for the City of Indianola**
- 4. Discussion regarding upcoming agenda items from within the regular December 18, 2023, City Council meeting at 7:00 p.m.**

**WARREN COUNTY
COUNTY/MUNICIPAL
COMMUNICATIONS AGREEMENT**

ARTICLE I - LEGAL BASIS

Section 1. 28E Agreement.

This agreement is made pursuant to Chapter 28E, of the Code of Iowa between the entities of Warren County, City of Indianola, and the City of Carlisle and such other parties as may be joined hereto by an amendment of this agreement.

Section 2. Name

The entity hereinafter created by this agreement is the Warren County Joint Communications Center also known as WarrenComm.

Section 3. Preamble

The parties to this agreement share a common interest and desire to jointly operate a consolidated 911 Public Safety Answering Point (PSAP) in Warren County, Iowa, as defined in Chapter 34A of the Code of Iowa for police, fire, emergency medical services, and such other communication requirements of the parties as may from time to time be determined, and share the associated costs thereof.

ARTICLE II - IMPLEMENTATION OF THE AGREEMENT

Section 1.

A political jurisdiction desiring to become a party to this agreement shall enact a resolution of participation which authorizes signature of the agreement.

Section 2.

Special funding shall be required in order to be a part of this agreement as stated in Article VIII.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1. Commencement

The parties to this agreement hereby agree that the agreement shall take effect upon: A) adoption of the agreement by all political jurisdictions as stated in Article 1 Section 1, i.e; Warren County, City of Indianola, and the City of Carlisle, B) filing of the agreement as required by Chapter 28E

of the Code of Iowa and filing with the Iowa Homeland Security and Emergency Management Division, Secretary of State of Iowa, Warren County Auditor, and record a copy of the Agreement with the Warren County Recorder.

ARTICLE IV - DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration

Unless otherwise terminated according to the provisions contained in Article X of this document, this agreement shall commence on January 1, 2024, and have a term of three and one-half (3.5) years and thereafter shall continue in effect from fiscal year to fiscal year under the terms and conditions provided by this unless this Agreement is terminated or modified by those parties involved.

Section 2. Amendment

This agreement shall be subject to amendment by the **unanimous** approval of all parties hereto. The agreement may be amended to include new members through adoption of the appropriate resolutions by the jurisdiction(s) seeking membership, and by the unanimous consent of the existing members. This agreement will also be amended to include a representative from Warren County Emergency Medical Services in the event this entity is formed in accordance with the Iowa Code.

ARTICLE V - PURPOSE

Section 1. Purpose of the Agreement

The purpose of this agreement is to permit and provide for emergency and non-emergency communications on a twenty-four (24) hour, seven (7) days a week, three-hundred sixty-five (365) days a year or three-hundred sixty-six (366) days during leap years by the WarrenComm to the agencies named in this agreement. The agreement will also explain what services will be provided, funding of the joint communications center and establish a Warren County Joint Communications Center Board of Directors to assist in management of this agreement.

Section 2. Other Agreements

This agreement is not intended to supersede or otherwise invalidate any other agreements in which the parties to this agreement may be participating.

ARTICLE VI - ADMINISTRATION

Section 1. Board of Directors

This agreement shall be administered, as necessary, by a five (5) member Board of Directors. Representatives on this Board will consist of three permanent members: one (1) elected official

from Indianola, Carlisle, and the Warren County Board of Supervisors. An elected official may include the mayor or council person from Indianola and/or Carlisle; however, a supermajority (two-thirds majority) of each council may select their city manager to fill their seat on the Board of Directors. A majority of the permanent Board of Directors shall also select two additional directors who live in Warren County and are served by the Warren County Joint Communications Center. These members do not have to be elected officials; however, one of the directors selected by the three permanent members shall be from outside of the city limits of Carlisle and Indianola and who is not employed by the governments of Indianola, Carlisle, or Warren County. If the Board of Directors adds another entity to Warren County Joint Communications Center pursuant to Article 4, Section 2, the number of selected directors shall be reduced by one, starting with a director from inside the city limits of Carlisle or Indianola, if one exists. The addition of a fifth entity to Warren County Joint Communications Center will eliminate the selection of directors chosen by the Board of Directors. The rural fire departments who cooperatively form an association will receive the “rural” director seat, in the event that the following conditions are met: 1. The rural fire department association’s members receive calls for service that are equal to or greater than the three-year average of the Carlisle Fire Department; and 2. The association pays the entry fee established in Article 8.

Section 2. Board of Directors Chairperson and Vice Chairperson

Prior to July 1st of each year the Board shall elect a Chairperson and Vice Chairperson who shall serve for a one (1) year term and may be reelected for additional terms. The Communications Director will also serve on this Board as the secretary and advisor to the Board but will not have voting privileges.

Section 3. Communications Director

The day-to-day operations of Warren County Joint Communications Center will be the responsibility of the Communications Director selected by the Warren County Joint Communications Center Board of Directors.

- a. The Communication Center Director will report directly to and be overseen by the Board of Directors as to all matters set forth above. The Board will conduct an annual performance evaluation that will be signed by the Chairperson of this Board.
- b. Any “employment” or complaint matters concerning the Communication Center Director shall be brought to the attention of the Chairperson of the Board of Directors who in conjunction with the Vice Chairperson shall have the authority to take all necessary action as it relates to the Communications Director until such time as the Board can meet. Ultimately, that matter will be determined by the full Board of Directors. It is also expected that the Communication Director and the Board of Directors shall work closely with the Warren County Human Resources Officer as it relates to matters involving the Communication Center Communications Director and other employees of Warren County Joint Communications Center.

B. The Communications Director shall:

- a. Manage all operations of the Communications Center on a day-to-day basis.
- b. Have the authority to hire, supervise, direct, and take disciplinary action as to any employee, whether full or part-time, of the Communications Center. This shall be done in compliance with the union contract covering such employees and the assistance of the Warren County Human Resources Officer. The Board of Directors shall have the final decision as to any discipline that is applied.
- c. Communicate and work closely with the Warren County Sheriff, the Indianola Police Chief, the Indianola Fire Chief, Carlisle Police Chief, and the Carlisle Fire Chief, and other users of Warren County Joint Communications Center. The Communications Director shall have a designated weekly time for all users to meet and discuss Communication Center operations and policies.
- d. Develop the standard operating procedures for the Communications Center, in conjunction with the Technical Advisory Committee (TAC), and the personnel manual for the Communications Center. Those documents shall be given to the TAC for review and advice, and following that, shall be submitted for review and approval by the Board of Directors. Recognized accreditation standards for law enforcement and emergency services should, wherever practicable, be used as guides in developing the standard operating procedures.
- e. Prepare the annual budget recommendations for the Board of Directors and submit the same in a timely manner.
- f. The Warren County Joint Communications Center shall defend the Communications Director and shall hold harmless and indemnify the Communications Director against any claim arising out of an alleged act or omission occurring within the scope of the Directors' duties.

Section 4. Meetings of the Board of Directors

The five (5) member Board of Directors will be required to meet on a quarterly basis. The Board shall meet in January, April, July, and October. The Board of Directors may meet more frequently if deemed necessary. Passage of any measure will require a quorum of the voting Directors.

Section 5. Annual Budget

The Board of Directors will be responsible for preparing the annual budget for the agency and shall have the budget prepared and approved no later than December 1st of each year. Certification of the budget shall be done in compliance with the Code of Iowa. It will also be responsible for settling disputes between agencies involved in this agreement pertaining to operations and procedures of the Joint Communications Center. The Board of Directors authorizes the Warren County Attorney to continue to negotiate and resolve matters concerning union employees of Warren County Joint Communications Center. The Board of Directors will accept the terms negotiated with the union employees prior to the enactment of this agreement. Future agreements will be between the union and Warren County Joint Communications Center Board of Directors.

Section 6. Communications Center Policies

The Board of Directors shall make and enforce policies or rules for the management and operation of the Communications Center. These policies or rules will be adopted at open sessions of the Board of Directors. These policies or rules shall be available for all users to review. The Board of Directors shall consider all policy matters proposed by the Technical Advisory Board.

Section 7. Custodian of Agreement

The agencies participating in this agreement hereby appoint the Warren County Attorney or designee to be the custodian of this agreement. The custodian shall be responsible for the maintenance of an up-to-date copy of the agreement, including resolutions of participation of the members of this agreement and any resolutions of termination. The custodian shall also be responsible for notifying all parties to the agreement of any proposed amendments to the agreement and shall file any adopted amendments to the agreements in the same manner as the agreement itself.

Section 8. Technical Advisory Committee

The Technical Advisory Committee (TAC) is a division under the Board of Directors. The TAC has an advisory function only. Its powers shall consist of advice as outlined in this section, and final authority to approve all policies, decisions, and disciplinary matters shall rest with the Board of Directors.

- A. The TAC shall consist of the Warren County Sheriff, the Indianola Chief of Police, the Indianola Fire Chief, the Carlisle Chief of Police, the Carlisle Fire Chief, a representative from the Warren County Fire Chiefs Association served by the Warren County Joint Communications Center, and Warren County IT Director.
- B. Passage of any measures by the TAC requires a quorum of the TAC.
- C. The TAC shall advise the Board of Directors as to the policy priorities of the Communications Center.
- D. Advise the Communications Director on the selection, supervision, discipline, and termination of personnel, upon request of the Communications Director, or as the need arises.
- E. Make disciplinary recommendations to the Board of Directors regarding the Communications Director.
- F. Advise the Communications Director on policy governing the operation of all equipment in the Communications Center, including the computers, circuits, and telecommunications terminals used to dispatch emergency personnel, and to process, store, or transmit criminal history information.
- G. Review and advise the Communications Director on written personnel policies.
- H. The TAC shall select a Chair and Vice Chair for the TAC annually and appoint a secretary for the TAC. Minutes of TAC meetings shall be filed with the Warren County Attorney or designee as the Custodian of the Agreement.
- I. Meet at least quarterly, and more frequently if the Chairperson of the TAC deems necessary, to carry out the necessary functions of the TAC.
- J. The Warren County Joint Communications Center shall defend the TAC and shall hold harmless and indemnify the TAC against any claim arising out of the alleged act or omission occurring within the scope of their duties.

Section 9. Coordinating Agency

Warren County shall be the Coordinating Agency for the Warren County Joint Communications Center and hereby consents to such designation.

- A. The Coordinating Agency subject to review by the Board of Directors shall be Warren County.
- B. Warren County shall be the “employer of record” for the Communications Director and all other employees, whether full-time or part-time, of Warren County Joint Communications Center. The Coordinating Agency shall manage all Warren County Joint Communications Center personnel pursuant to its employee and administrative policies and procedures, union contracts, and other applicable laws.
- C. Warren County and the Warren County Auditor shall be the fiscal agent for the Warren County Joint Communications Center Board of Directors to perform such functions to include receiving and disbursing funds, payroll, payroll benefits and taxes pursuant to the budget established by the Board of Directors. The Warren County Auditor shall create and maintain a non-budgetary fund for the Communications Center which is separate from the overall County budget. The Board of Directors will still have requirements to comply with open meeting laws and appropriate budget notices.
- D. The Warren County Attorney’s Office shall serve as legal counsel for the Warren County Joint Communications Center. The Warren County Attorney shall be relieved of this responsibility in the event of a conflict between Warren County and the remaining members of the Warren County Joint Communications Center. In that case the Warren County Attorney shall be allowed to represent the interests of Warren County pursuant to his/her responsibilities in the Iowa Code.
- E. The Coordinating Agency shall have custody of and maintain all books and records of the Warren County Joint Communications Center on behalf of the individual members. All members shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Warren County Joint Communications Center. The books and records of the Warren County Joint Communications Center shall be deemed to be the books and records of all members. The Coordinating Agency shall not be deemed to possess an ownership interest in the books and records by virtue of custody or the obligation to maintain said books and records.

Section 10. Location of Operations

The location of the Warren County Joint Communication Center shall be 115 North Howard, Indianola, Iowa, 50125. The Communication Center shall be owned by the Coordinating Agency. All current equipment brought to the agreement by virtue of a bond levied by the Warren County Board of Supervisors shall remain the property of Warren County.

ARTICLE VII - SERVICES PROVIDED

Section 1. Services Provided

Under this agreement, the Warren County Joint Communications Center will provide, but not limited to: 911, phone communications, automated alarms, radio communications, teletype communications, walk-in traffic and overall dispatching services to all participating agencies.

Section 2. Record Management System

This agreement will also entitle the participating agencies to participate in the Record Management System (RMS) reporting system that is currently being used by the Communication Center pending those agencies gaining the necessary equipment and licensing.

Section 3. Reports

The Communications Director or his/her designee shall produce and supply all agencies with a quarterly report of phone calls, calls for service and officer activities received by the Joint Communications Center.

ARTICLE VIII – FUNDING

Section 1. Funding Jurisdictions

Under this agreement, the initial funding political jurisdictions are determined to be those that have permanent membership on the Board of Directors (Warren County, Indianola, and Carlisle). New members admitted pursuant to Article IV, Section 2 will have an annual fee as determined by the then existing Board of Directors.

Section 2. Funding Structure

The following funding structure depicts the required funding of each perspective jurisdiction under this Agreement.

- A. From January 1, 2024, to June 30, 2024, the parties agree to the following funding model:
 - a. City of Indianola: The remainder of their \$80,000.00 payment previously agreed upon to be paid in fiscal year 2023-24.
 - b. City of Carlisle: The remainder of their \$25,000.00 payment previously agreed upon to be paid in fiscal year 2023-24.
 - c. Warren County Rural Fund: \$81,375.00.
 - d. The remainder of the budget shall be paid by Warren County.
- B. Beginning with fiscal year 2024-25 (July 1, 2024), the parties agree to the following funding model:
 - a. City of Indianola: \$5.25 per person in the city of Indianola which will amount to \$82,671.75.

- b. City of Carlisle: \$5.25 per person in the city of Carlisle which will amount to \$22,055.75.
 - c. Warren County Rural Fund: \$5.25 per person from individuals in unincorporated Warren County which will amount to \$81,375.00.
 - d. The remainder of the budget will be paid by Warren County.
- C. Beginning with fiscal year 2025-26 (July 1, 2025), the parties agree that increases in the budget will be shared between the members. If the Board of Directors increases the budget by a percentage (ex ... 4%), Indianola, Carlisle, and the Rural Fund contributions would also increase by the same percentage (ex ... 4%). The remainder of the budget will continue to be paid by Warren County.
- D. Actual fiscal year-ending expenses in excess of the approved budget will be assessed to each entity on a per-capita basis based on the U.S. Census Bureau estimated population for the most recently completed calendar year.

Section 3. Funding Model Continuation

The funding model as outlined herein is intended to continue so long as this agreement is in effect. However, at the request of any participating entity, a recalculation of annual payments shall be conducted. A change in the annual payments of any entity or a change in the funding model shall be approved by a unanimous vote of the Board of Directors.

Section 4. Entry Fees for New Members

The Board of Directors shall determine the initiation fee of each new member that is unanimously invited to join the Warren County Joint Communications Center. The entry fee will always be equivalent to the annual fee paid by the smallest permanent member entity (ie ... Warren County, Indianola, or Carlisle) in that particular fiscal year.

ARTICLE IX - OPERATIONS CONCERNS OR DISPUTES

Section 1. Operation Concerns or Disputes Procedure

Procedural concerns or disputes regarding the operations of the Joint Communications Center, shall first be directed to the Communications Director, who shall attempt to resolve them. Unresolved concerns or disputes shall be directed to the Board of Directors for review. The decision of the Communications Board of Directors shall be considered final.

ARTICLE X - TERMINATION OF THE AGREEMENT

Section 1. Termination of the Agreement

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided. Any party may withdraw from the agreement after expiration of the initial three and one-half (3.5) year term of the agreement by giving a minimum of six (6) months' notice, prior to the expiration of the current agreement which would mean by December 31st because the agreement is from July 1st to June 30th to each of the other parties hereto by certified mail or personal service in which case said notifying party shall be deleted from further operation of agreement.

- a. Equipment purchased in part or in whole during a parties' membership becomes the property of the Warren County Joint Communications Center.

**IN WITNESS WHEREOF, THE CITY OF INDIANOLA, EXECUTES THE WARREN
COUNTY COUNTY/MUNICIPAL COMMUNICATIONS AGREEMENT**

BY: _____ DATE: _____
Stephanie Erickson, Mayor

ATTEST: _____
Ben Reeves, City Manager

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)
) ss.
WARREN COUNTY)

On this ____ day of _____, 2023, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephanie Erickson and Ben Reeves, to me personally known, who, being sworn, did say that they are the Mayor and City Manager of the City of Indianola, Iowa respectively; that the seal affixed hereto is the seal of said City; that said instrument was signed and sealed on behalf of the said City of Indianola, Iowa by authority of its City Council and Mayor and that said Stephanie Erickson and Ben Reeves as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said City, it and by them voluntarily executed.

Notary Public in and for Said County and State of Iowa

**IN WITNESS WHEREOF, THE CITY OF CARLISLE, EXECUTES THE WARREN
COUNTY COUNTY/MUNICIPAL COMMUNICATIONS AGREEMENT**

BY: _____ DATE: _____
Drew Merrifield, Mayor

ATTEST: _____

Devan Markley, City Manager

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)
) ss.
WARREN COUNTY)

On this ____ day of _____, 2023, before me the undersigned, a Notary Public in and for said County and State, personally appeared Drew Merrifield and Devan Markley, to me personally known, who, being sworn, did say that they are the Mayor and City Manager of the City of Carlisle, Iowa respectively; that the seal affixed hereto is the seal of said City; that said instrument was signed and sealed on behalf of the said City of Carlisle, Iowa by authority of its City Council and Mayor and that said Drew Merrifield and Devan Markley as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said City, it and by them voluntarily executed.

Notary Public in and for Said County and State of Iowa

**IN WITNESS WHEREOF, WARREN COUNTY EXECUTES THE WARREN COUNTY
COUNTY/MUNICIPAL COMMUNICATIONS AGREEMENT**

BY: _____ DATE: _____
Darren Heater, Board of Supervisors, Chairperson

ATTEST: _____
Kim Sheets, Warren County Auditor

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)
) ss.
WARREN COUNTY)

On this ____ day of _____, 2023, before me the undersigned, a Notary Public in and for said County and State, personally appeared Darren Heater and Kim Sheets, to me personally known, who, being sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of the County of Warren, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Warren County, Iowa by authority of its Board of Supervisors and that said Darren Heater and Kim Sheets as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public in and for Said County and State of Iowa