

CASS COUNTY
PUBLIC SAFETY COMMISSION
ARTICLES OF AGREEMENT

The following Articles of Agreement hereby govern the Cass County Public Safety Commission, Cass County, Iowa.

ARTICLE I - NAME

Section 1. The official name shall be the Cass County Public Safety Commission (hereafter referred to as the "Commission").

ARTICLE II - PRINCIPAL PLACE OF BUSINESS

Section 1. The Commission's principal place of business shall be at the Cass County Courthouse in Atlantic, Iowa 50022.

ARTICLE III - LEGAL STATUS

Section 1. The Commission is a voluntary joint undertaking of all units of Government in Cass County, Iowa, as authorized by Chapter 28E, 1999 Code of Iowa.

Section 2. A separate entity is created by these Articles of Agreement, which is a new legal entity formed to carry out the purpose of this Agreement.

ARTICLE IV - COMMENCEMENT OF OPERATIONS

Section 1. The Commission operations shall commence at such time as the City of Atlantic, Iowa; Cass County, Iowa; the City of Griswold, Iowa; and the City of Anita, Iowa, execute this Agreement in the manner hereinafter provided, and this Agreement is recorded with the County Recorder, County Auditor and filed with the Secretary of State.

ARTICLE V - CONDUCT OF BUSINESS

Section 1. The Business of the Commission shall be conducted by designated representatives from the member units of government. Those representatives shall be appointed by the member units as follows:

1. Cass County, Iowa - 2 members
2. City of Atlantic, Iowa - 2 members
3. City of Griswold, Iowa - 1 member
4. City of Anita, Iowa - 1 member

Section 2. The six persons thus selected shall be the representatives of the Commission, and shall conduct the business of the Commission and shall possess all the powers which may be exercised by virtue of the agreements between governmental units as provided for by Chapter 28E of the Code of Iowa.

Section 3. Business of the Commission shall be conducted by its representatives or designees. Instruments affecting real estate, or evidence of obligation, may be signed on behalf of the Commission by the Chairperson or Vice Chairperson, and attested to by the Secretary, after first being authorized by the Commission.

ARTICLE VI - PERSONAL LIABILITY

Section 1. When acting on behalf of the Commission, no delegate of the Commission shall be personally responsible, except as specified by Iowa law.

ARTICLE VII - DURATION

Section 1. The duration and existence of the Commission shall be perpetual, unless terminated or dissolved as hereinafter provided.

ARTICLE VIII - PURPOSE

Section 1. The purpose of this Agreement is to create a Public Safety Commission. This Commission is established for the purpose of coordinating the Communication, the Public Safety and Law Enforcement activities of Atlantic and Cass County, Iowa, and to provide centralized Law Enforcement facilities and equipment therefore. The various Police Departments and Sheriff Departments shall operate as separate entities and have sole authority in their respective jurisdictions. This Commission is intended and is hereby declared to be, a combination of units of government organized for the purpose heretofore set out, as authorized by Chapter 28E of the 1999 Code of Iowa.

ARTICLE IX - POWERS

Section 1. This Commission shall have the power to do all things necessary to carry out the stated purposes, so long as they do not conflict with State or Federal law or violate rules, regulations or policies of agencies governing the operation of the public safety system(s).

ARTICLE X - FINANCING

Section 1. In the performance of its duties, the Commission may cooperate with, contract with and accept and expend

funds from Federal or State sources, local agencies, public or semi-public or private individuals or corporations, and may carry out cooperative undertakings and contracts.

Section 2. The Commission may enter into all necessary contracts and make expenditures for the purchase, lease or rent of required facilities, equipment and supplies necessary to carry out the purposes of this Agreement.

Section 3. The Commission is authorized to develop, maintain or acquire necessary land and equipment.

Section 4. The TAA shall prepare a budget based on fiscal years or as otherwise required by law for the operation of the Center, which will be adopted in January of the year preceding the budget year by the Commission.

Section 5. The Commission shall request each Governmental member to provide in its budget its respective share of the operating budget for the Public Safety Commission.

Section 6. The respective shares of the members, the method of payment and special appropriations shall be determined by the By-Laws adopted by the Commission.

Section 7. The Commission shall establish an account with the Cass County Treasurer and Auditor for the receipt and disbursement of all funds of said Commission.

Section 8. The Cass County Auditor, acting as Treasurer of the Commission, shall make such disbursements as directed on approved claims signed and approved as set forth in the By-Laws of the Commission.

ARTICLE XI - MEMBERSHIP

Section 1. Membership shall be determined as outlined in Article V, Section 1. The designated representative(s) of the City of Atlantic, Iowa; Cass County, Iowa; the City of Griswold, Iowa; and the City of Anita, Iowa, shall be selected by the respective governing bodies on a biannual basis. These representatives shall serve a two (2) year term and shall be duly elected public officials.

Section 2. Each of said units of Government shall be entitled to designate an Alternate Representative in the same manner as representatives are designated, who shall in the absence of such designated representative attend and be entitled to vote in the same manner as said designated representative.

Section 3. The terms of designated representatives shall

be for a one-year period terminating December 31 of each year.

Section 4. Member-Representation. All representatives and alternates shall continue to represent until their successors have been properly selected and designated representatives certified to the Chairperson by the respective members/cities.

Section 5. Duration of Membership. A member of this Commission shall continue its membership herein, until such time as (a) the member is expelled, as hereinafter provided; (b) the member terminates its membership herein, as hereinafter provided; (c) this Commission is dissolved, as hereinafter provided; or (d) this Commission is terminated, as hereinafter provided.

Section 6. Membership-Termination. The membership of a cooperating Governmental unit may be withdrawn from this Commission in the following manner:

- (a) The governing body of the member governmental unit shall adopt a resolution to withdraw from the Commission.
- (b) A certified copy of this resolution shall be sent to the Chairperson of the Commission.
- (c) A withdrawal of a member from the membership of this Commission shall be effective upon receipt of a resolution by the Chairperson of the Commission.
- (d) Termination of membership shall not relieve the withdrawing member of the obligation to pay its share of the expenses of the Commission for the year in which such withdrawal occurs and when withdrawal occurs within the last six (6) months of the year, such withdrawing unit shall pay one-half (50%) of what would have been its share of expenses for the following year.
- (e) Anything herein to the contrary notwithstanding, members of the Commission may not withdraw or in anyway terminate, amend or modify in any manner to the detriment of bondholders this Agreement or any contract for the services of the Commission if revenue bonds, or obligations issued in anticipation of the issuance of revenue have been issued and are outstanding. Any revenue bonds for the payment and discharge of which, upon maturity or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this Agreement to insure the payment thereof, of monies sufficient thereto, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this Agreement.

(f) No member shall terminate its membership while there remains any indebtedness of the Commission.

ARTICLE XII - OFFICERS, MEETINGS, EMPLOYEES AND VOTING

Section 1. Chairperson and Vice Chairperson. The Commission shall elect from its membership a Chairperson and Vice Chairperson who shall serve for one (1) year or until their successors are elected.

Section 2. Secretary. The Commission shall appoint a Secretary who may be from its membership or be an official or employee of a member.

Section 3. Treasurer. The Cass County Auditor shall serve as Treasurer of the Commission and shall receive and dispense funds as outlined in Articles of this Agreement and the By-Laws of the organization.

Section 4. Meetings. The Commission shall meet in January of each year, and such other times as the Commission shall prescribe by its By-Laws.

Section 5. Employees. The Commission may employ through the TAA such employees, staff and consultants as it may deem necessary to carry out the purposes of this Agreement.

Section 6. Voting. Every representative shall be entitled to one (1) vote and a quorum shall consist of four of the representatives. A majority of those present shall be sufficient to pass motions, except where these Articles or adopted By-Laws shall otherwise provide.

ARTICLE XIII - BY-LAWS

Section 1. One of the first undertakings of this Commission shall be the adoption of By-Laws for the operation of the Commission and the transaction of business.

Section 2. The Commission shall keep a record of its resolutions, transactions, findings and determinations, which shall be a public record.

Section 3. Any By-Laws or rules adopted by the Commission for the operation of the Commission and the transaction of business may be repealed, changed or modified by a two-thirds vote of the Commission.

ARTICLE XIV - DISSOLUTION

Section 1. This Agreement and the Commission may be

dissolved at any time by majority vote of the membership and all member governmental units passing a resolution supporting such Commission action. Upon such dissolution any and all assets of the Commission may be disposed of as follows:

1. The assets be liquidated and the net proceeds so obtained be distributed to the governmental units involved upon a prorata basis equal to their percentage share of contributions. Any member not financially contributing to the Commission shall not share in the net proceeds.
2. The assets be purchased by a member unit at a price agreed to by the member units. If a price cannot be agreed upon, the assets shall be valued by an appraiser that is knowledgeable in their value, as agreed to by the member units. If an appraiser cannot be agreed to by the member unit, one shall be selected by the member unit or units whose percentage contribution is the greatest, either singly or in aggregate. Any such appraisal process and purchase shall be completed within at least thirty (30) days.

However, the Commission shall not be dissolved when there remains any indebtedness incurred by the Commission.

Section 2. A list of Commission/member assets shall be made each year and distributed to all members. The attached list is agreed to as a starting list and as the list needed in 1997.

ARTICLE XV - AMENDMENTS

Section 1. The terms of these Articles of Agreement may be amended by the majority of member governmental units passing a resolution(s) approving the proposed amendment.

ARTICLE XVI - SEVERABILITY

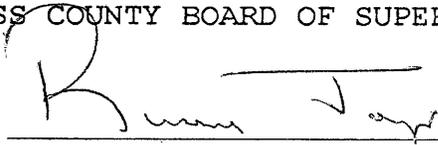
If any provisions of these Articles of Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not effect without the invalid provision or applications, and to this end of the provisions of these Articles are declared to be severable.

ARTICLE XVII - ADOPTION

The execution of this Agreement by all member units shall constitute Adoption of this Agreement. Such execution shall be pursuant to authority granted by Resolution of the Governmental unit, and executed copy of each resolution being attached hereto and by reference made a part hereof.

Dated this 4TH day of OCTOBER, 1999, at Atlantic, Iowa.

CASS COUNTY BOARD OF SUPERVISORS

By 

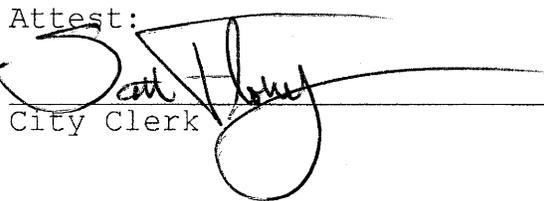
CITY OF ATLANTIC, IOWA

By 

Attest:


County Auditor

Attest:


City Clerk

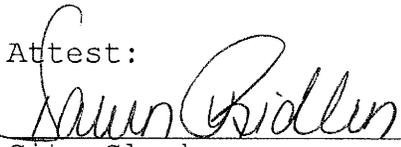
CITY OF GRISWOLD, IOWA

By 

CITY OF ANITA, IOWA

By 

Attest:


City Clerk

Attest:


City Clerk

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BY-LAWS
OF THE
CASS COUNTY PUBLIC SAFETY
COMMUNICATION COMMISSION

99 MAY 18 PM 2: 14
Lina Headlee, Deputy
JOYCE JENSEN
RECORDER
CASS COUNTY, IOWA

INTRODUCTION

The following By-Laws are prepared as a guideline to set policy, assign responsibility and provide administrative procedure for the operation of the Cass County Public Safety Communication Commission. The By-Laws, when adopted, will become official and may be amended at any regular meeting. They are also an integral addendum to the "Articles of Agreement" of the Cass County Communication Commission.

These By-Laws are not designed to usurp authority legally given to the Atlantic City Council or the Cass County Board of Supervisors or other governmental entities and are intended only to provide necessary legislation for the proper management and operation of a County-Wide consolidated Communication Center and the related equipment, facilities and personnel.

All entities involved, through the Cass County Public Safety Communication Commission, are merely fulfilling their obligation and assuming their responsibility to taxpayers in providing adequate facilities and equipment for efficient Law Enforcement and Public Safety in Cass County, Iowa.

Copies of these By-Laws shall be distributed to the various members involved. A careful check should be made to notify all who receive the By-Laws of any changes, additions or cancellations at later dates.

ARTICLE I - ADMINISTRATION

Section 1. The Cass County Public Safety Communication Commission, hereinafter in these Articles referred to as "the Commission," will hold regular meetings on a quarterly basis at a date set by the Chairperson. The first such meeting each year to be held in January. Special meetings may be called by the Chairperson from time to time, as may be required to carry-out the purposes of the Commission, as set forth in the "Articles of Agreement."

Section 2. The Commission, under authority of Chapter 28E will assume all powers, authority and legal responsibility given to cities and towns under various chapters of the Iowa Code.

Section 3. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than one nor more than thirty days before the date of the meeting, either personally or by mail, by or at the direction of the Chairperson, the secretary, or the officer or persons calling the meeting, of each member of the Commission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member of the Commission at his or her address as it appears in the record books of the Commission, with postage thereon affixed. Meetings shall be held only with the presence of a quorum, to be defined as any four of the six members. Said meetings shall be conducted upon the principles of majority rule/Roberts Rules.

Section 4. By-Laws may be amended at any regular meeting when two-thirds of the delegates are present. Amendments must be made in accordance with the "Articles of Agreement." Written changes to the By-Laws shall be forwarded to the Cass County Sheriff, the Atlantic Chief of Police and any other department or agency who may use the services of the Communication Center.

Section 5. All requests for information, equipment purchases and questions of procedure will be referred to the Commission.

Section 6. The Vice-Chairperson, in the absence of the Chairperson, may assume such powers and authority given the Chairperson.

Section 7. The Commission shall appoint a Terminal Agency Administrator (hereinafter referred to as TAA) who shall serve without pay. Said Administrator shall assume such responsibility and authority as set forth in these By-Laws.

ARTICLE II - FISCAL ADMINISTRATION

Section 1. The Commission may establish such accounts, trust funds or deposits as are authorized under Chapter 28E of the

1997 Code of Iowa to financially administer such Commission.

Section 2. The Commission shall supervise the dispersal of all funds.

Section 3. All accounts payable, bills and statements with expenses shall be forwarded to the Commission for quarterly review and approval.

Section 4. The Cass County Auditor shall be appointed as Treasurer of the Commission and is hereby authorized to issue warrants for approved claims provided such claims are properly co-signed by other members of the Commission.

Section 5. The Commission shall meet at least once each quarter to review claims and conduct such other business as may be necessary or two (2) members designated by the Commission shall reserve, accept and approve/regret all claims, bills or expenses on a monthly basis.

Section 6. All electricity, heat, water and air conditioning will be provided by the unit of government within whose building the Communication Center is located.

Section 7. Remodeling and occupancy expense will be the sole responsibility of and will be provided by the unit of government within whose building the Communication Center is located.

Section 8. Private telephone lines may be installed and billed directly to the requesting agency, provided installation approval is granted by the Commission.

Section 9. The Secretary will assess at the beginning of each three (3) month period, a sum of money estimated to cover one-fourth (1/4) of the annual operating budget of the Center. The assessment will be divided as follows:

Cass County	74%
City of Atlantic	23%
City of Griswold	1.5%
City of Anita	1.5%
Others	None

Section 10. The Treasurer will present an itemized list of expenditures and a current financial statement to the Commission at each meeting.

ARTICLE III - COMMUNICATION CENTER OPERATIONS

Section 1. The responsibility for everyday operations, administration and maintenance of the Cass County Communication Center will be assigned to the Terminal Agency Administrator (TAA).

Section 2. Custodial help will be furnished by the unit of government within whose building the Communication Center is located.

Section 3. All supplies which are deemed necessary for maintenance and which are approved by the Commission may be purchased by the TAA and billed in accordance with the By-Laws of the Cass County Communication Commission.

Section 4. Special maintenance and upkeep problems will remain the responsibility of the Commission.

ARTICLE IV - COMMUNICATIONS

Section 1. All communication equipment, purchase, maintenance, personnel supervision and related activity will be the responsibility of the TAA.

Section 2. Any purchase, major repair and/or replacement of equipment must receive advance approval of the Cass County Communication Commission. Major repair/replacement exceeds those costs greater than \$500.00.

Section 3. The Commission will establish through union negotiations, if applicable, wage and fringe benefits for the assigned Communication Dispatchers and will provide for the issuance of all payroll checks by appropriate means.

Section 4. Cass County will assess the City of Atlantic and all other governmental units which are sharing in the cost of the Communication Center, a sum of money equivalent to that governmental units share of the Communication Center's expenses as outlined herein.

Section 5. The TAA will hire and/or dismiss such personnel as is necessary to operate the facility. All hirings are subject to review and approval by the Commission for the purpose of budget control and any other purpose. If the Commission determines that funds are not available, the hiring shall not be approved. This review and approval includes review of all positions. No new positions will be added without Commission approval and budget amendment or refiguring.

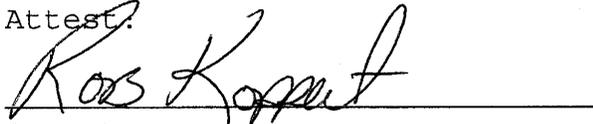
Section 6. Communication equipment assigned to outside governmental agencies may be placed within the Center with approval of the Commission.

Section 7. Communication dispatchers shall be governed by additional rules and policies outlined in State and Federal legislation and as outlined in the Standard Operating Procedures Manual as may be amended from time to time.

The attached By-Laws and Operation Manual was adopted by the Cass County Communication Commission on the 18 day of May, 1999.


Chairperson

Attest:


Secretary

