

MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS, HELD THURSDAY, July 26, _____, 2007.

A regular meeting of the Board of County Commissioners of Johnson County, Kansas, was held on Thursday, July 26, _____, 2007, with the following members being present and participating, to wit:

Chairman Annabeth Surbaugh
Commissioner C. Edward Peterson
Commissioner John P. Segale
Commissioner David A. Lindstrom
Commissioner Ed Eilert
Commissioner Douglas E. Wood
Commissioner John M. Toplikar

WHEREUPON, there came before the Board for consideration the matter of adopting policy provisions for the operation and usage of the Countywide Communications System.

The Board, after thorough discussion and deliberation, and being well and fully advised in the matter, upon a motion duly made, seconded and carried, adopted the following Resolution, to-wit:

RESOLUTION ADOPTING POLICY PROVISIONS FOR THE COUNTYWIDE
COMMUNICATIONS SYSTEM

Resolution No. 049-07

WHEREAS, the Board of County Commissioners of Johnson County, Kansas serves as the governing body for Johnson County Government and is responsible for the exercise of legislative powers in the administration and transaction of all County

business, subject generally to the restrictions and limitations expressly provided by laws of the State of Kansas; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas has established, operated and maintained the Countywide Communications System (“System”) to provide highly reliable, cost-effective, voice and data communications services throughout the county to public safety and other local government agencies, without charge; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas has approved funding for a major improvement of the Countywide Communications System through the implementation of an open standards, digital trunked radio and data communications system that will further the efforts of public safety and other local government agencies to meet citizen expectations of increased communications interoperability between agencies and of inter-governmental cooperation; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas has determined that it is in the best interests of its taxpayers and of mutual benefit to local public agencies in the county for Johnson County Government to provide the funding for and to continue operation of the System; and

WHEREAS, to further its goals of providing responsible stewardship of taxpayers’ money and of providing the best possible services to its citizens, the Board of County Commissioners of Johnson County has determined that it is in the public interest to adopt policy provisions for the operation and usage of the Countywide Communications System as it is improved.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Johnson County, Kansas that Johnson County Government shall improve and operate the Countywide Communications System for the purpose of providing a public safety grade, interoperable communications system that furthers the County's goals of enhancing public safety service delivery to the citizens of Johnson County and of enhancing cooperation, coordination, and the sharing of information between local public safety agencies, which for the purposes of this policy statement shall include any governmental agency that provides law enforcement, fire fighting, emergency medical or ambulance service, emergency management, public safety communications or other emergency services; that Johnson County Government, subject to appropriate budgetary approvals and availability of funds, will provide funding for the ongoing costs of operating, maintaining and enhancing the System infrastructure, comprised of radio towers, transmitters, receivers, antennas, switches, controllers, data lines, and other electronic and physical components that serve the user agencies; and that usage of the System shall be provided in accordance with the following guidelines:

a. Johnson County Government Offices, Departments and Agencies and public safety agencies providing service within the county may use the System without charge;

b. Municipal agencies in Johnson County whose primary mission is not public safety may be authorized to use the System without charge when such usage does not impair or limit usage by the County and public safety users, and if such usage would impair or limit usage by County and public safety users, then the non-public safety users

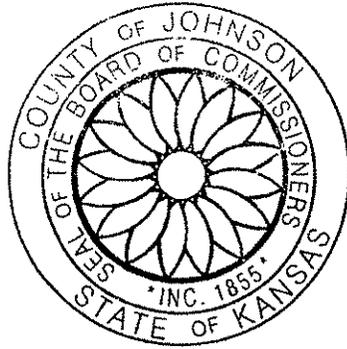
may be authorized to use the System in exchange for appropriate compensation to increase the capacity of System for such usage;

c. Usage of the System by an out-of-county governmental agency or a public utility for other than mutual aid purposes may be granted upon execution of an Agreement for service; and

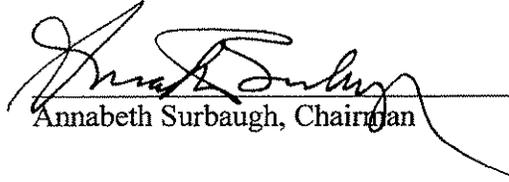
d. All usage is subject to any appropriate terms or conditions authorized or adopted by the County.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Johnson County, Kansas that the Johnson County Emergency Communications Center (“ECC”) Department, through its Director, under the supervision of the County Manager, shall be responsible for the implementation, operation and maintenance of the System’s infrastructure and for the establishment of System access and usage procedures; and that in its implementation, ECC shall ensure that the System and its authorized improvements are designed with sufficient infrastructure and radio spectrum bandwidth capacity to provide radio and data communications services to county agencies and to local government agencies operating within the county; that the System will include the capability for radio and data interoperability with other open standards based, public safety radio systems in the Kansas City region; and that any agency authorized to access and use the System is financially responsible for the purchase, installation and maintenance of communications equipment, software and services used by that agency to access and utilize the System.

This Resolution shall be and become effective upon its adoption.



BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


Annabeth Surbaugh, Chairman

ATTEST:


Casey Joe Carl
Clerk of the Board 072607

APPROVED AS TO FORM:



APPROVED TO
FILED
JUL 26 2007
CASEY JOE CARL
CLERK OF THE BOARD
JOHNSON COUNTY KANSAS

MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS, HELD THURSDAY, July 5, 2007.

A regular meeting of the Board of County Commissioners of Johnson County, Kansas, was held on Thursday, July 5, 2007, with the following members being present and participating, to wit:

Chairman Annabeth Surbaugh
Commissioner C. Edward Peterson
Commissioner John P. Segale
Commissioner David A. Lindstrom
Commissioner Ed Eilert
Commissioner John M. Toplikar

WHEREUPON, there came on for consideration the matter of abolishing the Johnson County Fire Alarm Center Advisory Board and establishing the Johnson County Emergency Communications Center Advisory Board.

The Board, after thorough discussion and deliberation, and being well and fully advised in the matter, upon a motion duly made, seconded and carried, adopted the following Resolution, to-wit:

RESOLUTION

No. 044-07

WHEREAS, the Board of County Commissioners of Johnson County, Kansas serves as the governing body for Johnson County Government and is responsible for the exercise of legislative powers in the administration and transaction of all County business, subject generally to the restrictions and limitations expressly provided by laws of the State of Kansas; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas has established, and by virtue of K.S.A. 65-6114, operates and maintains a centralized emergency service communication system as a county function for the purpose of furnishing, operating and maintaining an emergency medical communications system that provides for coordinated communication between all law enforcement agencies, ambulances, ambulance services and dispatchers, fire dispatcher services, fire departments, health care institutions, medical practitioners, motor vehicle repair and towing services, and such other persons and service agencies as may be required; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas has established, operates and maintains the Emergency Communications Center as a twenty-four (24) hour facility to receive calls for emergency situations, to dispatch appropriate response units to emergency incidents, and to route communications, as necessary, to appropriate responders in emergency situations; and

WHEREAS, by Resolution No. 023-85, the Board of County Commissioners of Johnson County, Kansas created the Johnson County Fire Alarm Center Advisory Board to advise the Chief of Communications on changing and current needs of Johnson County Med-Act and the fire departments served by the centralized emergency communications system operated by the County; and

WHEREAS, advisory role of the Johnson County Fire Alarm Center Advisory Board has evolved in recent years to increase user agency participation in strategic planning for and the implementation of future communications and information technologies deployed in the County; to enhance operational coordination between the

Emergency Communications Center, fire Departments and Med-Act; and to provide a forum for discussion of agency service needs and concerns; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas has determined that it would be in the best interest of the citizens of Johnson County, Kansas to revise the role and functions of the Johnson County Fire Alarm Center Advisory Board.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Johnson County, Kansas that the Johnson County Fire Alarm Center Advisory Board is abolished and hereby replaced by the Johnson County Emergency Communications Center Advisory Board.

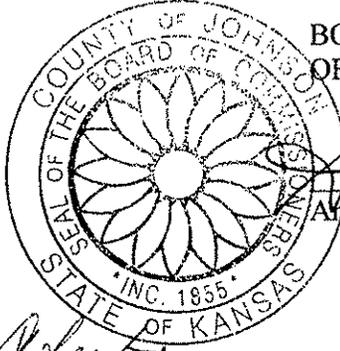
BE IT FURTHER RESOLVED, by the Board of County Commissioners of Johnson County, Kansas that:

1. The purpose of the Johnson County Emergency Communications Center Advisory Board ("ECC Advisory Board") is to represent the interests of the Johnson County Fire and Emergency Services Chief's Association ("Association") by advising the Director of the Emergency Communications Center ("ECC") on strategic planning for future communications and information technology implementation, multi-agency operational policies and procedures, and user agency service needs and concerns; and
2. The ECC Advisory Board shall consist of five (5) members comprising the Director of Johnson County Med-Act and four (4) fire chiefs from

amongst the various fire departments within the cities and unincorporated areas of Johnson County, Kansas; and

3. The fire chiefs serving on the ECC Advisory Board shall have been nominated and appointed by the Association, and the Chair shall be appointed by the President of the Association. The fire chiefs shall serve for a term of two (2) years each beginning January 1st; provided, however, two (2) of the four (4) fire chiefs appointed shall serve for an initial term of one (1) year with their successors serving for terms of two (2) years each; and
4. The ECC Advisory Board shall meet at least four (4) times per year. The Director of the ECC will coordinate development of meeting agendas and will be a non-voting member. Minutes of the ECC Advisory Board shall be prepared by ECC staff and sent to all members of the Association; and
5. The ECC Advisory Board shall be authorized to form ad hoc committees to carry out its functions with members from both within and without its membership; and
6. The ECC Advisory Board shall be authorized to adopt such rules and procedures it deems appropriate and necessary to facilitate the carrying out of its purpose and functions and the manner in which it conducts its activities and business. The ECC Advisory Board shall provide a copy of its adopted rules and procedures to the County Manager's Office.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Johnson County, Kansas that this Resolution shall be and become effective upon its adoption and shall supersede Resolution No. 023-85.



BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Annabeth Surbaugh
Annabeth Surbaugh, Chairman

ATTEST:

Jeanne McAferty

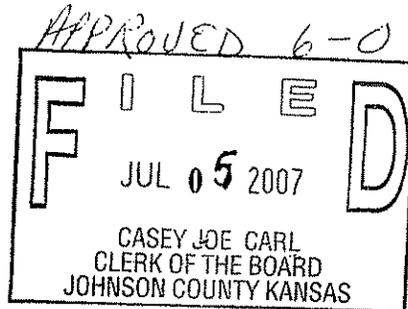
Jeanne McAferty
Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Deq. Gonda W. Barnes
Deputy Clerk

Nicholas Saldan

Nicholas Saldan
Deputy County Counselor



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND JOHNSON COUNTY, KANSAS FOR THE
COUNTY COMMUNICATIONS CENTER**

THIS AGREEMENT is entered into this 18 day of Sept, 2007, between the City of Olathe, Kansas, a municipal corporation, hereinafter referred to as "City" and Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as "County".

WHEREAS, County intends to construct an emergency communications facility for emergency communications for fire, emergency medical and law enforcement services and a back-up County Emergency Operations Center at County's Sunset Campus in Olathe, Kansas; and

WHEREAS, City desires to co-locate its emergency communications operations at the new County emergency communications facility; and

WHEREAS, County and City can achieve numerous benefits by locating their emergency communications operations in one facility, such as cost efficiency, increased effectiveness in the delivery of public safety services, enhanced communication between agencies, improved information flow between agencies, immediate assistance in emergency situations and enhanced interoperability; and

WHEREAS, the governing bodies of each of the parties hereto decided to enter into such Agreement for the purposes stated herein;

NOW THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the parties agree as follows:

**ARTICLE I
Purpose and Authority**

1. The purpose of this Agreement is to establish the roles and responsibilities of the parties for the operation, funding and maintenance of the fixed and common equipment and systems in the public safety

County Communications Center ("Facility") to be located at 11880 S. Sunset Drive, Olathe, Kansas and of the equipment, services and staffing for each party to this Agreement. The County intends to construct and maintain the Facility for its use and for the use of other municipalities pursuant to an interlocal agreement. The City hereby expresses its intent to co-locate its public safety communications at the Facility.

2. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

ARTICLE II Cooperation

The parties to this Agreement desire to cooperate in the provision of public safety communications services by the County constructing and maintaining the Facility and by the City of Olathe locating communications personnel in the Facility to work cooperatively with County communications personnel in the delivery of public safety communication services within Olathe and Johnson County and as agreed to by the Executive Committee described in Section 8 of this Agreement.

ARTICLE III Description of Project, Ownership of Facilities, Responsibilities and Release

1. Facility Director. The County Manager will appoint the Facility Director ("Director"). The Director will be responsible for administration of the Facility and for providing leadership and coordination to participating public safety agencies concerning the effective use of Facility resources and operating systems. The Director will provide staff support to the Executive Committee in the furtherance of its duties under this Agreement and will periodically report to the Committee on matters related to Facility operation, budgeting, and Facility policies.

2. Executive Committee. There is hereby established an Executive Committee ("Committee") to advise the Facility Director on budgeting, capital planning, and operations of the Facility. The chief executive of each public safety agency located in the Facility, or their designee, will be a member of the Committee. The Facility Director shall be the Chairman of the Executive Committee. The Committee will establish policy for the Facility concerning multi-agency operating procedures and cooperation, the planning for enhancements or replacements for Facility technology and information systems, and the general Facility standards for purchase, use and care of equipment and technology systems in the Facility. The Committee may create sub-committees as necessary to further the work of the Committee. The Committee shall meet at least four (4) times per year.

3. County Responsibility for Construction and Maintenance of the Facility. The County intends to construct a weather hardened communications Facility with redundant mechanical and utility systems that will allow for emergency communications for fire, emergency medical and law enforcement services to continue without interruption and that will also provide secure space for County information technology disaster recovery systems and a back-up County Emergency Operations Center. The Facility will be owned by the County. The County will provide staffing and funding as needed to maintain the building and technical systems in the Facility and will pay for ongoing utility and maintenance costs for the Facility. The County will determine, after consultation with the Executive Committee, the standards, specifications and vendors for all equipment and systems installed in the Facility in order to ensure for compatible equipment, maintenance processes, and network systems that will provide the most efficient and effective delivery of public safety communications services. Installation of software and hardware systems that are not the standard for the Facility may be approved by the Director when such software and hardware will not have an adverse impact upon the Facility and its operations and when the public safety agency requesting such software and hardware will fully fund its purchase, installation and integration into the Facility.

4. Responsibility of the City of Olathe. The City will be responsible for the purchase of equipment, furniture and software that will be used primarily by City employees. This includes dispatcher consoles, office furniture, computers, printers, Computer Aided Dispatch (CAD) system software, radio console control systems and control station radios, other electronic equipment directly associated with the operation of the dispatcher consoles, CAD software and radio console annual maintenance costs, and other software and computer network equipment that is not a standard item in the Facility. Such equipment and software will be the property of the City. The City will be responsible for the full costs of staffing its consoles and other City positions assigned to the Facility, and for the costs of consumable supplies used by its employees. 9-1-1 equipment will be provided through the 9-1-1 program.
5. Utility Access. The County will make available and provide the City with reasonable, uninterrupted access to the standard utility services, including any installed or available redundant systems. The City shall be responsible for and pay for the installation and cost of any non-standard utility service or equipment which it may require or desire for its operations. The County shall not be responsible for any interruption or failure of the utility services provided to or at the facility, and the City hereby agrees to release and hold harmless the County from any and all liability, costs or damages arising from any interruption of such services.
6. Use and Security of Facility. Each party agrees and understands that the facility is a secure facility and that security of access shall be maintained at all times. Access to and use of the facility is limited to the purposes covered by this agreement, and the City agrees that it shall not use nor permit any other person or entity to use the facility or the City's space and equipment at the facility for any use not authorized by this agreement or by the express approval of the facility manager.
7. Risk Management. Each party is solely responsible for loss or damage to their property and equipment and injury to their respective employees while at the communications facility or on the grounds of the communications facility. Each party shall be responsible for maintaining adequate conventional or self insurance or a combination thereof to

cover their respective risk of loss for liability for bodily injury, property damage, products liability, employer's liability and workers compensation coverage as required by statute. A Certificate of Insurance may be required by each party.

ARTICLE IV
Dispute Resolution

Disputes between parties to this Agreement may occur on matters arising from shared use of the Facility and its systems and upon interactions between agencies and their employees. Disputes related to the use of the Facility and its systems will be addressed by the Facility Director and, if necessary, by the Executive Committee to resolve the issues raised. Disputes related to interactions between agencies and their employees should be addressed first by designated managers of the involved parties, then by the Facility Director if needed, and if not mediated by the Director, the dispute will be referred to the Executive Committee for resolution. Should the Committee not resolve the dispute to the satisfaction of the involved parties; the matter will be referred to the chief administrative officer of each involved jurisdiction for joint resolution.

ARTICLE V
Duration

8. Duration. It is contemplated that the term of this Agreement is perpetual, subject to the right to terminate stated below and, further, subject to Article XII of this Agreement.

9. Termination. Either party may terminate this agreement upon written notice, of not less than ninety (90) days, to the other party. Said notice shall include the reason(s) for termination. If the reason for termination is a default under this agreement, the defaulting party shall have ninety (90) days to cure the defect(s) before the agreement may be terminated.

ARTICLE VI
Indemnification

1. To the fullest extent permitted by law, the City shall indemnify and hold harmless the County, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.

2. To the fullest extent permitted by law, the County shall indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the County, its agents, officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

ARTICLE VII
Applicable Law

The Agreement is entered into and shall be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas shall be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VIII
Notification

1. All required notification from County to City shall be directed specifically to:
City Clerk's Office
City of Olathe, Kansas
100 East Santa Fe Street
P.O. Box 768
Olathe, Kansas 66051-0768

and

Legal Department
City of Olathe, Kansas
100 East Santa Fe Street
P.O. Box 768
Olathe, Kansas 66051-0768

2. All required notification from City to County shall be directed specifically to:

Board of County Commissioners
Attn: Walter G. Way, Director of Emergency Communications Center
111 South Cherry Street
Olathe, Kansas 66061

and

Johnson County Legal Services
111 South Cherry Street, Suite 3200
Olathe, Kansas 66061

ARTICLE IX **Modifications**

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE X **Severability**

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

ARTICLE XI
Additional Cities

With the consent of the County and of the Executive Committee, any city not an original signatory to this Agreement may become a party by entering into an Agreement substantially in the form of this Agreement.

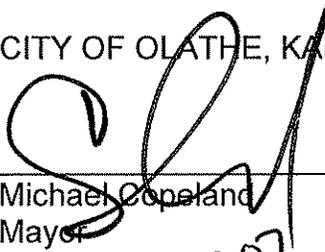
ARTICLE XII
Nonappropriation

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that the obligations expressed herein are subject to funds budgeted and appropriated for such purpose or from funds made available from any lawfully operated, revenue producing source.

ARTICLE XIII
Additional Compensation

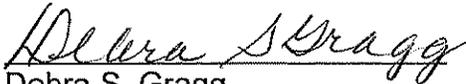
The County may negotiate with the City in the future to modify this Agreement to include consideration to be paid for the space primarily occupied by City staff in the Facility. Such consideration may include services, benefits, contributions, in kind contributions, or other compensation from the City to the County.

BY: CITY OF OLATHE, KANSAS



Michael Copeland
Mayor
9.18.07

ATTESTED BY:


Debra S. Gragg
City Clerk

APPROVED AS TO FORM:

Thomas A. Glinstra
City Attorney

BY: JOHNSON COUNTY, KANSAS

Annabeth Surbaugh, Chairman
Board of County Commissioners

ATTESTED BY:

County Clerk

APPROVED AS TO FORM:

F. Lawrence McAulay, Jr.
Johnson County
Director of Legal Services