

JASPER COUNTY BOARD OF COMMISSIONERS

Will have a

Joint Work Session

Along With

City of Monticello

&

City of Shady Dale

Monday, July 29, 2024

6:00 P.M.

Small Courtroom, Second Floor

Discussion Items:

- 1. 911 Joint Authority Board**

911 Authority Board

Donnie Pope, Sheriff		by position
Chris Finch, Fire Chief		by position
Mike Benton, County Manager	County Appointed	
Jeffery Lee, Sr.	County Appointed	1-Mar-25
Julie Bennett	County Appointed	1-Mar-25
Ronnie Payne	County Appointed	1-Mar-28
Vacant	County Appointed	31-Mar-26
Dee Hawkins Garland	City of Monticello Appointed	24-Oct-26
Vacant	City of Monticello Appointed	1-Jan-26
Vacant	City of Monticello Appointed	11-Feb-25
Sabrina Westbrook	City of Shady Dale Appointed	1-Feb-27

BYLAWS
of
JASPER COUNTY JOINT E-911 AUTHORITY

Purpose

The Jasper County Joint E-911 Authority was created December, 1996 by resolution and ordinance by the City of Monticello, the City of Shady Dale, and Jasper County to establish and maintain an E-911 system.

Membership

As set out in the resolution/ordinance creating it, the Authority shall consist of eleven members, five appointed by Jasper County, three appointed by the City of Monticello, and one appointed by the City of Shady Dale, In addition, the Sheriff of Jasper County and the Director of Emergency Medical Services in Jasper County shall serve as members.

Terms

Terms of appointed members shall be for four (4) years or until their successor is appointed

Meetings

The Authority shall meet at such time as may be prescribed by members of the Authority from time to time or, in any event, at the call of the Chairman, or at the call of any three members of the Authority. Regular meeting of the Authority will be held on the first Friday of each month, and other meetings shall be called from time to time as may be required to carry out the functions and duties of the Authority prescribed by resolution and these bylaws. The place of meetings shall be established in the notice of call. Notice of meetings shall be given by personal contact, by telephone, or by written notice personally delivered or delivered through the United States Mail.

Annual Meetings

There shall be an annual meeting of the Authority in the month of January of each year on a date designated by the Chairman. The Chairman may require such committee reports and other reports from the staff of the Authority as the Chairman determines necessary and appropriate. The officers of the Authority shall be elected annually at the annual meetings for a term of one year, provided that the Chairman of the Authority shall serve no more than two consecutive years, and no more than five years. Committees shall also be named and members appointed by the Chairman at each annual meeting.

Attendance Policy

Regular attendance at all Authority meetings by Authority members is expected; however, conditions do arise which prevent members from attending a given meeting. Recognizing the difficulties of maintaining a perfect attendance record, it shall be the operating procedure of the Authority that: (1) regular cumulative attendance records will be kept for each member; (2) no

more than one-third of the regular and called meetings should be missed without an acceptable explanation; otherwise, resignation as a member is expected; and (3) two consecutive absences shall be viewed with considerable alarm. It shall be policy to notify members when they are in default of requirements.

Officers

The members shall elect their own officers annually at the annual meeting to serve at the pleasure of the majority of members of the Authority. Should a meeting not be held in January of any year, the election shall occur at the next regularly scheduled or called meeting of the Authority. The officers of the Authority shall be Chairman, Vice Chairman, Secretary, and Treasurer. The Chairman and Vice Chairman must be members of the Authority. The Authority may elect a person other than a member of the Authority as Secretary or as Treasurer, but the Authority shall elect a person other than a member of the Authority as Executive Director. Notwithstanding the provision for elections of officers for one-year terms, all officers shall serve at the pleasure of a majority of the members of the Authority.

Duties of the Chairman

The Chairman shall preside at all meetings of the Authority and shall discharge the duties ordinarily pertaining to the office of president of a corporation. The Chairman, or the in his absence, the Vice Chairman, shall sign all contracts exceeding two hundred and one (\$201.00) in total on behalf of the Authority and shall execute with the Secretary or the Executive Director attesting, contracts, deeds and other instruments when authorized by a majority of the members of the Authority. The Chairman shall also be authorized to execute contracts subject to ratification by a majority of the members of the Authority by giving all parties of interest to any such contract notice of the necessity for ratification, and such contract shall become binding only upon ratification.

Notwithstanding the signatory authority of the Chairman, all contracts exceeding, or likely to exceed, one thousand (\$1000.00) dollars in value shall be subject to a competitive bid process whereby the lowest responsible bidder, in the opinion of the Authority, shall solely be eligible for the contract. Notwithstanding the powers granted by the bylaws to the Chairman and to other officers of the Authority, all procedures relating to purchases, debts and contracts of the Authority shall be subject to policies by the Authority from time to time.

Duties of Vice Chairman

The Vice-Chairman shall act in the absence or disability of the Chairman, and shall be fully empowered to perform all of the duties of the Chairman when so acting.

Duties of the Executive Director

The Executive Director of the Authority shall, on a day basis, carry out the affairs of the Authority subject to the policies and duties of the Executive Director can be found in the document entitled "Job Description-Executive Director." The Executive Director is authorized to execute contracts not requiring expenditures exceeding two hundred (\$200.00); provided that said expenditure or obligation has been budgeted, or the Authority has provided specific authority for such expenditure and, in either case, such contracts shall be countersigned by the Chairman or Vice Chairman or other Authority member. The Executive Director shall have responsibility for the supervision of all employees of the Authority, shall have responsibility for the preparation of annual budgets to be approved by the Authority and County of Jasper and the Cities of Shady Dale and Monticello, and shall undertake such other required actions.

Duties of the Secretary

The Secretary shall be the custodian of the documents of the Authority committed to his/her care.

Duties of the Treasurer

The Treasurer shall be the custodian of the funds of the Authority. The Treasurer, or an Authority employee designated by the Authority to so act, shall have the authority to transfer Authority funds between different banks, or between different funds or accounts in the same bank, so as to maximize the income or interest generated by such funds, and so long as proper record-keeping procedures are observed, and report regularly to the Board of the Authority. The Treasurer shall arrange for an annual audit of the financial records of the Authority. Such audit shall be furnished to the Authority and to the Jasper County Board of Commissioners. Copies of said audit shall be maintained in the Authority office available for review if, and when, requested.

Amendment

These bylaws may be changed by a majority vote of the Authority members in any way consistent with rules and regulations established by the County of Jasper provided, however, that such amendments must not contravene or exceed the powers granted by the ordinance/resolution creating the Authority.

DIVISION 2. - 9-1-1 JOINT AUTHORITY

Sec. 2-169. - Created.

The Jasper County, Monticello and Shady Dale Joint 9-1-1 Authority is created, and is referred to in this division as the 9-1-1 joint authority.

(Code 2000, § 2-151; Res. of 11-7-1996)

Sec. 2-170. - Membership.

- (a) The 9-1-1 joint authority shall be a joint body representative of Jasper County, the City of Monticello and the City of Shady Dale. It shall consist of 11 members, each of whom shall be residents of the county and who shall serve without pay.
- (b) The county shall be entitled to appoint five members, the City of Monticello shall appoint three members and the City of Shady Dale shall appoint one member. In addition to these appointments, the sheriff of the county shall serve as a member and the director of emergency medical service shall serve as a member.

(Code 2000, § 2-152; Res. of 11-7-1996, §§ 1, 3)

Sec. 2-171. - Terms of office; vacancies.

The terms of office shall be four years or until their successors are appointed. Vacancies occurring other than by expiration of term shall be filled by another appointment for the unexpired term.

(Code 2000, § 2-153; Res. of 11-7-1996, § 2)

Sec. 2-172. - Contracts.

The 9-1-1 joint authority shall be authorized to contract with the counties or municipalities which formed the authority to operate an emergency 9-1-1 system for such local governments throughout the corporate boundaries of such local governments. Pursuant to such contracts, the local governments shall be authorized to provide funding to the authority from the emergency telephone system fund

maintained by each local government. No authority shall be formed until each local government forming the authority has imposed a monthly 9-1-1 charge.

(Code 2000, § 2-154; Res. of 11-7-1996, § 5)

Sec. 2-173. - Powers.

The 9-1-1 joint authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this division, including, but without limiting the generality of the foregoing, the power to:

- (1) Bring and defend actions;
- (2) Adopt and amend a corporate seal;
- (3) Make and execute contracts and other instruments necessary to exercise the power of the authority;
- (4) Receive and administer gifts, grants, and devises of any property;
- (5) Operate emergency call answering services for law enforcement, emergency management, fire, and emergency medical service agencies 24 hours a day, seven days a week, 365 days a year;
- (6) Acquire, by purchase, gift, or construction, any real or personal property desired to be acquired to operate the emergency 9-1-1 system;
- (7) Sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes; and
- (8) Mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the authority.

(Code 2000, § 2-155; Res. of 11-7-1996, § 6)

Sec. 2-174. - Election of officers; hiring and compensation of employees; annual budget.

The 9-1-1 joint authority shall elect a chairperson and such other officers as deemed necessary by the authority. The authority shall select a director who shall be responsible for establishing operating standards and procedures and overseeing the operations of the emergency

9-1-1 system. The director may be an employee working in the operation of the emergency 9-1-1 system. The authority shall be responsible for hiring, training, supervising, and disciplining employees working in the operation of the emergency 9-1-1 system. An appropriate number of full-time and part-time employees shall be hired to operate the emergency 9-1-1 system. The authority shall determine the compensation of such employees and shall be authorized to provide other employee benefits. The authority shall submit its annual budget and a report of its financial records to the local governments which created the authority.

(Code 2000, § 2-156; Res. of 11-7-1996, § 7)

Sec. 2-175. - Authorized to contract with service suppliers.

The 9-1-1 joint authority may contract with a service supplier in the same manner that local governments are so authorized under the provisions of this division.

(Code 2000, § 2-157; Res. of 11-7-1996, § 8)

Secs. 2-176—2-203. - Reserved.

Count 3

RESOLUTION
AND/OR
ORDINANCE

9-1-1 JOINT AUTHORITY

BE IT ORDAINED OR RESOLVED BY THE COMMISSIONERS OF THE COUNTY OF JASPER AND COUNCIL MEMBERS OF THE CITY OF MONTICELLO AND COUNCIL MEMBERS OF THE CITY OF SHADY DALE

1. This shall be a joint body representative of Jasper County, the City of Monticello and the City of Shady Dale. It shall consist of eleven (11) members, each of whom shall be residents of Jasper County and who shall serve without pay.

2. The terms of office shall be four (4) years or until their successors are appointed. Vacancies occurring other than by expiration of term shall be filled by another appointment for the unexpired term.

3. The County of Jasper shall be entitled to appoint five (5) members, the City of Monticello shall appoint three (3) members and the City of Shady Dale shall appoint one (1) member. In addition to these appointments, the Sheriff of Jasper County shall serve as a member and the Director of Emergency Medical Service shall serve as a member.

4. The following named persons are hereby appointed effective 7TH day of November, 1996, as members of this 9-1-1 Joint Authority.

JOINT AUTHORITY

_____	COUNTY OF JASPER
<u>Patty Miller</u>	COUNTY OF JASPER
<u>Glen Kell</u>	COUNTY OF JASPER
<u>Hollis Lawrence</u>	COUNTY OF JASPER
<u>Bob Loyd</u>	COUNTY OF JASPER
_____	CITY OF MONTICELLO
_____	CITY OF MONTICELLO
_____	CITY OF MONTICELLO

CITY OF SHADY DALE

Mack Tillman

SHERIFF

Terry Dishroon

DIRECTOR OF EMS

5. This authority shall be authorized to contract with the counties or municipalities which formed the authority to operate an emergency '9-1-1' system for such local governments throughout the corporate boundaries of such local governments. Pursuant to such contracts, the local governments shall be authorized to provide funding to the authority from the Emergency Telephone System Fund maintained by each local government. No authority shall be formed until each local government forming the authority has imposed a monthly '9-1-1' charge.

6. This authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including, but without limiting the generality of the foregoing, the power:

- (a) To bring and defend actions;
- (b) To adopt and amend a corporate seal;
- (c) To make and execute contracts and other instruments necessary to exercise the power of the authority;
- (d) To receive and administer gifts, grants, and devises of any property;
- (e) To operate emergency call answering services for law enforcement, emergency management, fire, and emergency medical service agencies 24 hours a day, seven days a week, 365 days a year;
- (f) To acquire, by purchase, gift, or construction, ~~any real or personal property~~ desired to be acquired to operate the emergency '9-1-1' system;
- (g) To sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes; and
- (h) To mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the authority.

7. The authority shall elect a chairperson and

such other officers as deemed necessary by the authority. The authority shall select a director who shall be responsible for establishing operating standards and procedures and overseeing the operations of the emergency '9-1-1' system. The director may be an employee working in the operation of the emergency '9-1-1' system. The authority shall be responsible for hiring, training, supervising, and disciplining employees working in the operation of the emergency '9-1-1' system. An appropriate number of full-time and part-time employees shall be hired to operate the emergency '9-1-1' system. The authority shall determine the compensation of such employees and shall be authorized to provide other employee benefits. The authority shall submit its annual budget and a report of its financial records to the local governments which created the authority.

8. The authority may contract with a service supplier in the same manner that local governments are so authorized under the provisions of this part.

9. All ordinances, resolutions, or parts thereof, in conflict with the provisions and intent of this ordinance are hereby repealed.

PASSED AND ADOPTED THIS 7th DAY OF Nov.,
1996.

COUNTY OF JASPER

Gate Turner
COMMISSIONER
Raymond
COMMISSIONER
Neal Beyer
COMMISSIONER
James Miller
COMMISSIONER

COMMISSIONER







such other officers as deemed necessary by the authority. The authority shall select a director who shall be responsible for establishing operating standards and procedures and overseeing the operations of the emergency '9-1-1' system. The director may be an employee working in the operation of the emergency '9-1-1' system. The authority shall be responsible for hiring, training, supervising, and disciplining employees working in the operation of the emergency '9-1-1' system. An appropriate number of full-time and part-time employees shall be hired to operate the emergency '9-1-1' system. The authority shall determine the compensation of such employees and shall be authorized to provide other employee benefits. The authority shall submit its annual budget and a report of its financial records to the local governments which created the authority.

8. The authority may contract with a service supplier in the same manner that local governments are so authorized under the provisions of this part.

9. All ordinances, resolutions, or parts thereof, in conflict with the provisions and intent of this ordinance are hereby repealed.

PASSED AND ADOPTED THIS 3 DAY OF December,
1996.

CITY OF MONTICELLO


MAYOR

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

FINANCING AGREEMENT
for the
JASPER COUNTY JOINT 911 AUTHORITY

This agreement is for the sole purpose of providing financial support to the Jasper County Joint 911 Authority in accordance with the Resolution entitled 9-1-1 JOINT AUTHORITY ordained or resolved by The Commissioners of the County of Jasper and Council members of the City of Monticello and Council members of the city of Shady Dale

The funds provided by this agreement are for the sole use of the Jasper County Joint 911 Authority to finance that portion of funds needed that is not provided by the monthly fee collected from telephone customers in Jasper County. These funds are to be used to provide emergency call answering services and day to day radio communications dispatch services for law enforcement, emergency management, fire, and emergency medical service agencies 24 hours a day, seven days a week, 365 days a year.

This agreement is based upon the percentages used in the division of the Jasper County Local Option Sales Tax monies as stated on the Local Option Sales Tax Certificate of Distribution. At present these percentages are as follows; Jasper County 62%, City of Monticello 35% and the City of Shady Dale 3%. This percentage will be used as the sole means to determine each jurisdiction's funding responsibility. This percentage can be changed only if it is superseded by a new Local Option Sales Tax Distribution agreement or a new Financing Agreement for the Jasper County Joint 911 Authority. This agreement will expire on June 30, 1999 or when a Service Delivery Strategy Agreement has been ratified by the City and County, whichever occurs first.

Finance responsibilities and Services provided:

- (1) Jasper County: Jasper County Board of Commissioners will provide 62% of financing to the Jasper County Joint 911 Authority.

Jasper County Joint 911 Authority will provide emergency telephone call answering services for the Jasper County Sheriff's Department, Jasper County Emergency Management Agency, Jasper County Emergency Medical Services, all Jasper County Fire Departments, Jasper County Public Works, State Law Enforcement Agencies operating in Jasper County (DNR, GBI, GEMA, EPD, etc.) and all other emergency calls that require prompt and immediate action. Furthermore, the Authority will provide and maintain central two-way radio communication and support for all mobile and field units on a day to day basis, 24 hours a day, 365 days a year. This will include Jasper County Public Works on an as needed basis.

- (2) Monticello : Monticello City Council will provide 35% of financing to the Jasper County Joint 911 Authority.

Jasper County Joint 911 Authority will provide emergency telephone call answering services for the Monticello Police Department, Monticello Fire Department, Monticello Public Works and Utility Department and all other emergency calls that require prompt and immediate action. Furthermore, the Authority will provide and maintain central two-way radio communication and support for all Law Enforcement, Fire and Emergency Medical Services mobile and field units on a day to day bases, 24 hours a day, 365 days a year. This will include Monticello Public Works and Utilities Department.

- (3) Shady Dale: The Shady Dale City Council will provide 3% of financing to the Jasper County Joint 911 Authority.

Jasper County Joint 911 Authority will provide emergency telephone call answering services for the Shady Dale Fire Department and all other emergency calls that require prompt and immediate action. Furthermore, the Authority will provide and maintain central two-way radio communication and support for all mobile and field units on a day to day basis 24 hours a day, 365 days a year.

Signature Page

This agreement is accepted this 6th day of October, 1997 by

Jasper County
[Signature]
Chairman
[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner

City of Monticello
[Signature]
Mayor
[Signature]
Councilperson
[Signature]
Councilperson
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Councilperson

City of Shady Dale
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Mayor
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Councilperson
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